

**\*\*\*\*\*READ BEFORE SIGNING\*\*\*\*\***

**WAIVER AND RELEASE OF LIABILITY AGREEMENT**

**WEST HOUSTON AIRPORT CORPORATION**

P.O. Box 941789, Houston, TX 77094-8789  
(18000 Groschke Rd., Houston, TX 77084-5675)  
281-492-2130 phone / 281/492-7028 facsimile

**I. DISCLAIMER**

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by West Houston Airport Corporation. (For purposes of this Waiver and Release, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers, subsidiaries and affiliates of West Houston Airport Corporation.) The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Company of all potential operators, passengers, or users of equipment, he/she will be personally liable for any damages to the undisclosed individuals, **even if such damages arise out of the negligence of Rental Company.** **INITIALS: \_\_\_\_\_**

**II. EXPRESS ASSUMPTION OF RISK**

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Rental Company at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, **even if the risks arise out of the negligence of Rental Company.** **INITIALS: \_\_\_\_\_**

**III. WAIVER/RELEASE OF LIABILITY**

By the execution of this Release, the undersigned agrees that Rental Company shall not be liable for any damages arising from personal injuries and/or property loss sustained by the undersigned or any minor children under the undersigned's care, custody, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by Rental Company, including but not limited to other related injuries, collisions with other aircraft or stationary objects, physical contact/collisions with the rental equipment itself or the wake turbulence created by other aircraft and injuries or damages stemming from mechanical, design or equipment related failures. This Agreement shall inure to the benefit of Rental Company until such time as it is revoked or cancelled by Renter upon a thirty (30) day written notice sent to Rental Company via certified mail return receipt requested. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Rental Company shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **Rental Company shall not be responsible for any such injuries, damages, loss, theft, hail damage, hangar rash, bird strike or blown tires EVEN IN THE EVENT OF NEGLIGENCE BY RENTAL COMPANY;** whether such negligence is present at the signing of the Release or occurs in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Rental Company. **INITIALS: \_\_\_\_\_**

**IV. LIABILITY TO THIRD PARTIES**

The undersigned hereby agrees that he/she will indemnify and hold harmless Rental Company for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other aircraft and minor children under the undersigned's care, custody, and control as a result of any and all activities related to the rental, operation or use of equipment provided by Rental Company, even if such damages arise out of the negligence of Rental Company. **INITIALS: \_\_\_\_\_**

**V. ACKNOWLEDGMENT OF WAIVER AND RELEASE**

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned also understands that he/she has an opportunity to bargain for different waiver of liability terms and voluntarily waives his/her right to do so. By executing this document, the undersigned warrants that **he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Rental Company for Rental Company's negligence.** **INITIALS: \_\_\_\_\_**

**VI. SEVERABILITY**

The undersigned hereby agrees that in the event any term or any part of any term of this Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect. **INITIALS: \_\_\_\_\_**

**VII. RIGHT TO RECONSIDER**

I have the right to reconsider this agreement prior to engaging in transactions with the Company by sending a certified letter to the company terminating this agreement, and that said agreement shall be terminated after the expiration of 30 days from receipt thereof. **INITIALS: \_\_\_\_\_**

\_\_\_\_\_  
RENTER/OPERATOR SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PASSENGER

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PASSENGER

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