

# Aspire Aviation LLC

## Liability Release Form

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FIRST NAME \_\_\_\_\_ LAST NAME \_\_\_\_\_

DOB: \_\_\_\_\_

HEIGHT: \_\_\_\_\_

WEIGHT: \_\_\_\_\_

GENDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

US CITIZEN: YES NO

What is your goal while flying at Aspire Aviation?

Discovery Flight    Train for Fun    Train for Career    Aircraft Rental    Other (Please Specify)

How did you hear about us?

\_\_\_\_\_

### Emergency Contact Information

First/Last Name: \_\_\_\_\_

Relationship (Spouse, Parent, etc.) : \_\_\_\_\_

Phone : \_\_\_\_\_

Email Address: \_\_\_\_\_

In consideration for allowing me to participate in a Discovery Flight, flight training or other flying activities (all or any one of these, the “activities”), I hereby represent and agree as follows:

I understand the inherent risks and dangers associated with flying and the possibility of serious physical or mental trauma or injury, disability, or death, as well as property damage, and knowingly, freely, and voluntarily agree to assume any dangers or risks associated with such activities and the social and economic losses that can result from participation in these activities.

I, for myself and my heirs, assigns, personal representatives and next of kin, hereby agree to release, waive and discharge Aspire Aviation LLC, including its owners, officers, agents, employees, contractors and volunteers (collectively, “Aspire Aviation”) from any and all claims, damages, injuries, losses or other liabilities that may be sustained by me, my heirs, executors, administrators, legal representatives, successors and assigns directly or indirectly in connection with, or arising out of, my participation in the activities, whether caused in whole or in part by the negligence of Aspire Aviation, to the fullest extent permitted by law. I further agree to indemnify and hold harmless Aspire Aviation from any and all claims, damages, injuries, losses, or other liabilities it may incur arising from my participation in the activities (including those arising from any legal challenge to this agreement), even if arising in whole or in part from the negligence of Aspire Aviation, to the fullest extent permitted by law.

I have read this General Liability Release and Waiver, fully understand its terms, understand that I have given up substantial rights by signing it and sign it freely and voluntarily and intend it to be a complete and unconditional release of any and all liability of Aspire Aviation to the fullest extent permitted by law. I further agree that if any part of this agreement is held to be invalid, the rest notwithstanding shall continue in full legal force and effect.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Parental Consent (If Applicable)

In consideration for allowing my child/ward under the age of 18 to participate in a Discovery Flight, flight training or other flying activities (all or any one of these, the “activities”), I the undersigned, on behalf of myself and my child/ward, hereby represent and agree as follows:

I understand the inherent risks and dangers associated with flying and the possibility of serious physical or mental trauma or injury, disability, or death, as well as property damage, and knowingly, freely, and voluntarily agree to assume any dangers or risks to my child/ward associated with such activities and the social and economic losses that can result from participation in these activities.

I attest that my child/ward is physically fit to participate in the activities, that I desire for him/ her to participate, and hereby consent to such participation. I, for myself and my child/ward, as well as for my/our heirs, assigns, personal representatives and next of kin, hereby agree to release, waive and discharge Aspire Aviation LLC, including its owners, officers, agents, employees, contractors and volunteers (collectively, “Aspire Aviation”) from any and all claims, damages, injuries, losses or other liabilities that may be sustained by my child/ward, my/our heirs, executors, administrators, legal representatives, successors and assigns directly or indirectly in connection with, or arising out of, my child/ward’s participation in the activities, whether caused in whole or in part by the negligence of Aspire Aviation, to the fullest extent permitted by law.

I, for myself and my child/ward, as well as for my/our heirs, assigns, personal representatives and next of kin, do hereby agree to indemnify and hold harmless Aspire Aviation from any and all claims, damages, injuries, losses, or other liabilities it may incur arising from my child/ward’s participation in the activities (including those arising from any legal challenge to this agreement), even if arising in whole or in part from the negligence of my child/ward.

I, on behalf of myself and my child/ward, have read this General Liability Release and Waiver / Parental Consent, fully understand its terms, understand that I have given up substantial rights by signing it and sign it freely and voluntarily and intend it to be a complete and unconditional release of any and all liability of Aspire Aviation to the fullest extent permitted by law. I further agree that if any part of this agreement is held to be invalid, the rest notwithstanding shall continue in full legal force and effect.

Name of Minor: \_\_\_\_\_

Minor’s DOB: (mm/dd/yyyy): \_\_\_\_\_

Parent/Guardian Address: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Updates to pricing, policy, and procedures are posted on the website.

[www.aspire-Aviation.com](http://www.aspire-Aviation.com)

The requirements for operation of Aspire Aviation (AA) aircrafts are:

1. Knowledge of appropriate Federal Aviation rules, and the Pilots Operating handbook on the aircraft you wish to fly.
2. Current medical certificate
3. Appropriate insurance coverage. Must be on file for any solo or aircraft rental without an AA instructor.
4. Aircraft rentals rates are subject to change without notice.
5. Students or renters, rent a “wet plane.” This will be defined as the plane rental rate plus the reimbursement of fuel and oil back to AA. Alternatively, students or renters, who rent a “dry plane” are responsible for all fueling costs and must return the aircraft to AA with the same grade and quantity of fuel prior to commencing the rental.
6. Private pilots, renters and instructors who purchase fuel do so at their own expense at all airports other than Farmingdale Republic airport (hereafter KFRG). Or if fuel is purchased such purchase will be reimbursed by way of credit to your account, at the prevailing rate paid by AA to KFRG provided that you submit original receipts to the administrator or authorized representative within (30) thirty days of purchase.
7. Students and or renters are responsible for being aware of the aircraft’s condition and status and are completely responsible for said aircraft upon acceptance. Any and all discrepancies should be reported immediately to AA upon pre-flight inspection or on post-flight inspection and written on the appropriate squawk page of the aircraft time book. Example: if you are the last student/renter using aircraft and you do not report any damages to the plane, then if the next student/renter using aircraft reports damages during the pre-flight and has not flown the plane, that means the last student/renter will be responsible for the damages to the aircraft.
8. AA policy states that the last student and or renters using an aircraft is responsible for damage to that aircraft not covered by insurance until determination of responsibility. Determination of responsibility will be decided by either investigation of the FAA inspector, NTSB, insurance company investigator and or manager. If a member is found at fault, he or she is responsible and must pay full costs. Full cost refers to deductible insurance costs and any fees and costs associated with returning the aircraft to KFRG. If the equipment or aircraft is found to be at fault beyond the control of the member, the cost shall be the responsibility of AA.
9. Flights outside the United States are prohibited.
10. Grass field landings at any airport unless in a declared emergency are prohibited.

## UPON RETURN

11. Record start and ending Hobbs and Tach time, as well as your name, date and hours flown, airports landed at, and other information requested on flight record.
12. Call fuel provider or the office to obtain fuel and top off tanks.
13. Record and report any issues or problems with the aircraft to the office immediately. If you discover any mechanical issue with the aircraft that affect your safety or the safety of the aircraft, it will be grounded immediately regardless of your location, only the administrator or maintenance officer may release the aircraft from grounding and return it to service.
14. We ask that you leave the aircraft in a clean and presentable condition. Please remove all trash, personal effects, etc. from the aircraft and secure it at the assigned parking spot (tie down). Failure to do so will result in a cleaning fee.
15. Sickness bags are in rear seat pockets and inside the plane me book. Please advise your passengers and/or guests to use them. For sanitary reasons, in the event we must sanitize and clean out the plane there will be a clean out fee charge to the student / pilot's account.

## RESERVATIONS AND SCHEDULING

16. Reservations may be made online through "Hold short" or by calling the office.
17. Cancellations should be updated for verification on the scheduling system as soon as possible regardless of weather conditions, a minimum of 24 hours prior to scheduled me. If you fail to show up or cancel, you will be charged a no-show fee equal to 1 hour of rental time for the specific aircraft. Your flight lesson may be altered or cancelled if you arrive more than 15 minutes after your scheduled time, please notify your instructor directly. AA reserves the right to terminate any student/renters' privileges at any me. Students will be billed a late fee of \$50.00/HR
18. If you are going to be late with the return of the aircraft, please call the office and advise the administrator of the same. AA reserves the right to terminate rental privileges if the renter constantly returns aircraft late and will be charged a \$100 late fee.
19. All reservations shall be billed at 50% of the blocked time.
20. The minimum rental time on any day is 1 (one) hour time, if flying after hours you must prepay or leave a valid credit card on file.

## RATES, FEES, and PAYMENTS

21. Aircraft rental prices are based on block rates if 10 or more hours are purchased. Prices will vary with each student based on the student's needs and the type of aircraft they fly. Aircraft will not be dispatched if your balance exceeds \$250. All return checks will have a charge of \$50 fee. Payments are due and expected immediately after the flight. Student/renter authorized AA to charge amount due to the credit card on file. Any invoices past 30 days shall be assessed at 1.5% monthly penalty and late fees until payment in full has been made. Minimum Rental time shall be billed at 50% of the blocked time.

## CHECKOUT

22. All pilots and certified flight instructors must be approved by an instructor who is on our insurance policy. Anyone acting as a pilot in command is required to have active non owners' rental insurance on file with minimum aircraft damage coverage of \$10,000 for the single engine and \$20,000 for multi-engine and a credit card on file for charges and damages.
23. All members and CFIs are responsible for securing the aircraft in its assigned tie down spot and removing personal items and trash from the aircraft after their flight.
24. Any found items in the aircraft should be returned to the office of AA, who will store it in a secure area for safekeeping. AA will not be responsible for items left more than seven days at the school.

## PREPAID TIME

25. All prepaid time will be charged at the current prevailing company rates, on the day the aircraft is used or reserved.
26. AA will refund 100% of the monies received (less any usage) within 24 hours of purchase.
27. AA will refund 50% of monies received (less any usage) between 24 hours of receipt and 30 calendar days of receipt.
28. After 30 days of receipt, AA may keep monies received and will not be returned. Money left in the account can only be used for instruction, plane rental, and pilot supplies.

## REFUNDS

29. Renters/Students have 24 hours to cancel a Hold Short reservation without penalty. Flights must be booked at least 24 hours prior to scheduled flight. Flights booked with less than 24 hours' notice must be prepaid and will not be refunded.
30. Canceling a reservation within 24 hours of the flight will not be refunded but will remain on credit.
31. Canceling a flight between 24 hours of the flight and 30 days will be eligible for a 50% refund.
32. Canceling a flight more than 30 days of the flight will be eligible for a full refund.

### EMERGENCY CONTACT INFORMATION

During business hours, please call (631) 465-0205

After hours, email us at: info@aspire-aviation.com

### CERTIFICATION

I certify that I have read and understand the terms and conditions as defined herein, acknowledge that AA policies are subject to updates without notice and agree to be bound by the same:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

### STUDENT AND PILOT RENTAL APPLICATION

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

DOB: \_\_\_\_\_

HEIGHT: \_\_\_\_\_

WEIGHT: \_\_\_\_\_

HAIR: \_\_\_\_\_

EYES: \_\_\_\_\_

GENDER: \_\_\_\_\_

MARITAL STATUS: \_\_\_\_\_

SPOUSES' NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

US CITIZEN: YES, NO

TSA APPROVAL DATE: \_\_\_\_\_

**PILOT INFORMATION, if applicable**

AIRMANS'S CERTIFICATE no: \_\_\_\_\_

MEDICAL CERTIFICATE: \_\_\_\_\_ CLASS DATE OF EXAM: \_\_\_\_\_

TYPE AND RATINGS: \_\_\_\_\_

TOTAL FLYING TIME: \_\_\_\_\_

SINGLE ENGINE TOTAL TIME: \_\_\_\_\_

MULTI-ENGINE TOTAL TIME: \_\_\_\_\_

COMPLEX AIRCRAFTFT TOTAL TIME: \_\_\_\_\_

**IN CASE OF ANY EMERGENCY, WHO SHOULD WE CONTACT**

NAME: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_ CELL

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

I certify that the above statements on this form are true to the best of my knowledge, and I understand and agree to abide by the existing policy and procedures of Aspire Aviation LLC. Policy and procedures that are posted on the website [www.aspire-aviation.com](http://www.aspire-aviation.com).

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STUDENT/PILOT'S NAME

DATE

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AUTHORIZED OFFICER AND SIGNATURE

DATE