



PPG Rental Agreement, Waiver and Assumption of Risk Agreement

The undersigned hereby rent from **BAKPAK AVIATORS** the following described Paramotor for a limited period of time, upon the following terms and conditions.

NAME:	DATE:
ADDRESS:	DRIVERS LICENSE #:
CELL PHONE #:	DATE OF BIRTH:
UNIT #:	START TIME: END TIME:

NO WARRANTY - NO INSURANCE PROVIDED INHERENTLY DANGEROUS ACTIVITY
 BAKPAK AVIATORS makes **NO WARRANTY** of any kind, nature or description, express or implied, as to the quality and manufacture, safety, drivability or fitness for any particular purpose of any vehicle or equipment covered by this agreement. The undersigned and any additional riders identified herein accept any vehicle or other equipment provided by BAKPAK AVIATORS in its “as is” condition with all faults. The undersigned hereby acknowledge that Flying a Paramotor on property with other like vehicles and pilots is a dangerous activity, with a high risk of serious bodily injury or death to others or myself. BAKPAK AVIATORS strongly urges any renter and other riders to have medical insurance prior to engaging in this activity. BAKPAK AVIATORS does not provide medical insurance and advises that serious injuries can be financially devastating. The undersigned and all additional riders hereby personally accept all risks and liabilities of this activity. It has been explained to the undersigned and I understand that by executing this document I am giving up important legal rights. It is my further intention to give up those rights and in good faith to relieve and release BAKPAK AVIATORS of any duty legally owed to me in relation to the conduct of this activity.
TERMS AND CONDITIONS

- 1. RULES OF OPERATION.** I agree to follow and be bound by the General Aviation Operation Rules made a part of this agreement.
- 2. LIMITATION OF USE AND RESPONSIBILITY FOR LOSS OR DAMAGE.** I agree that only the persons signing or otherwise identified in this agreement will operate the rented Paramotor (s), other vehicle(s), or equipment and that passengers will not be carried on any Paramotor. Riders under the age of 18 years must provide BAKPAK AVIATORS with a written consent from a parent or legal guardian. Should any undersigned person, any minor child under my control or any other person with permission of Page 2 of 4 any undersigned operate any above referenced vehicle or equipment in such a manner or fail to exercise adequate care of the same so as to result in theft, loss of or damage to such vehicle or equipment, I agree to be personally liable and financially responsible for all loss of and damage caused to any Paramotor/Trike, other vehicle or equipment covered by this agreement, regardless of whether or not I have forfeited a damage deposit. **I AGREE TO PAY FOR ALL SUCH LOSS OR DAMAGE.** I also agree to pay for the loss of use of any Paramotor/Trike or other vehicle or

equipment covered by this agreement damaged by myself or other riders. I hereby authorize BAKPAK AVIATORS to charge my credit card account provided as part of this transaction for any and all additional rental, damage and loss of use charges I may incur under the terms of this agreement. Paramotor/Trike equipment damage cost listed below.

Bent cage:	\$300.00
Busted prop:	\$700.00
Busted Net:	\$50.00 per ¼ cage
Bent swing arms from face plant crashing:	\$350
Fall down on landing:	\$50.00
Landing on the leading edge:	\$100.00
Glider lines:	\$50.00 each
Repair per cell:	\$100.00 each

3. ASSUMPTION OF RISK. I expressly and voluntarily assume all risk and liability for the loss or damage to any PARAMOTOR/TRIKE or other equipment obtained from BAKPAK AVIATORS, for the death or injury to any person or property and for all other risks and liabilities arising from the use, condition and possession of the above identified PARAMOTOR/TRIKE or any other PARAMOTOR/TRIKE and/or equipment received or obtained from BAKPAK AVIATORS.

4. WAIVER AND RELEASE OF CLAIMS. The undersigned, on behalf of myself, my spouse (if any), my child, any minor for whom I am the guardian, my heirs and successors in interest, now and forever waive, release and discharge BAKPAK AVIATORS, its shareholders, directors, officers, employees, agents, successors and assigns from any and all claims, demands, losses, expenses, damages, liabilities, actions, causes of action of any nature, including but not limited to personal injury, wrongful death and property damage, that in any manner arise from or relate to the rental, use and/or operation, condition or possession of the above referenced PARAMOTOR/TRIKE and any other PARAMOTOR/TRIKE or other equipment received and/or obtained from BAKPAK AVIATORS. This waiver and release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future. The undersigned represents and warrants that he or she has considered the possibility that claims, liabilities, injuries, damages and causes of action may develop, accrue or be discovered in the future, and he or she voluntarily assumes that risk as part of this agreement.

5. COVENANT NOT TO SUE. I agree and covenant on behalf of myself, my children and any minor for whom I am the guardian, I will never directly or indirectly institute any legal, equitable, administrative, or other action, complaint, or proceeding against BAKPAK AVIATORS or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner assert any further claim or demand against BAKPAK AVIATORS and its shareholders, directors, officers, employee's, agents, successors and assigns thereof, arising from or pertaining to the condition, possession, use and/or operation of the above referenced PARAMOTOR/TRIKE or any other PARAMOTOR/TRIKE or equipment received and/or obtained from BAKPAK AVIATORS. This covenant applies and extends to any and all claims, liabilities, injuries, expenses, losses, damages, and causes of action that I do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.

6. INDEMNIFICATION. The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold BAKPAK AVIATORS, its shareholders, directors, officers, employees, agents, successors and assigns, free and harmless from and against any and all claims, liabilities, , losses, or expenses (including attorneys' fees) for death of or injury to any

person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, from the rental, use and/or operation, condition or possession of the above referenced Page 3 of 4 PARAMOTOR/TRIKE or any other PARAMOTOR/TRIKE or other equipment received or obtained from BAKPAK AVIATORS. The undersigned likewise shall indemnify BAKPAK AVIATORS, its shareholders, directors, officers, employees, agents, successors and assigns against any losses, costs or expenses, including attorneys' fees, resulting from a breach of this agreement.

7. PARTIAL INVALIDITY/CHOICE OF LAW. Should any provision of this agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of the agreement shall remain in effect. This agreement, covenant, waiver and release shall be governed and construed under the laws of the State of Mississippi.

8. EXPENSES OF ENFORCEMENT. In the event of any legal action with respect to this agreement, the prevailing party in any such action shall be entitled to reasonable attorney's fees and all costs and expenses incurred in pursuit thereof.

9. ENTIRE AGREEMENT, NO ORAL MODIFICATION. This instrument with attachments constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by an authorized representative of BAKPAK AVIATORS.

10. PARENTAL CONSENT. I _____ am the parent or legal guardian of the minor(s) identified below. I hereby consent that the above listed PARAMOTOR/TRIKE or any other vehicle or equipment I may obtain from BAKPAK AVIATORS may be used and operated by such minor(s) in accordance with the terms of this agreement. I shall be personally responsible for such minor(s) following and abiding by the rules and terms of this agreement.

11. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify BAKPAK AVIATORS and its owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of rafting equipment or my participation in rafting activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of BAKPAK AVIATORS.

12. I, the undersigned, certify that I/we have read the Rental Agreement and Waiver of Liability and understand the contents of this document. I/we execute it voluntarily in good faith and with full knowledge of its significance.

Printed Name

Signature

Date Signed

Age

Paramotor

Printed Name

Signature

Date Signed

Age

Paramotor



PARAMOTOR/TRIKE RENTALS GENERAL OPERATION RULES

1. Only adult riders who have signed the Rental Agreement and Waiver of Liability (“Agreement”), or a minor whose parent or guardian has signed the Agreement on their behalf, shall operate any PARAMOTOR/TRIKE, or other rental vehicle.
2. A helmet must be worn at all times while operating or riding in an PARAMOTOR/TRIKE.
3. Do not operate any PARAMOTOR/TRIKE or other vehicle in a reckless or dangerous manner.
4. Do not carry persons other than what the machine is designed for.
5. Fly at your current skill level. Don’t push your limit. **Be careful!**
6. Any PARAMOTOR/TRIKE fall down requires a minimum \$50.00 payment. No Exceptions.
7. Do not participate in any race or other contest involving PARAMOTOT/TRIKE or other vehicles.
8. No alcohol consumption before or during use and possession of rented PARAMOTOR/TRIKE or other vehicle and equipment.
9. Watch out for Power lines and Cellular Towers. Be very careful!
10. Avoid contact with wildlife, and keep a safe viewing distance.
11. Be aware of other Pilots and aircraft.
12. Do not park and leave paramotor or equipment unattended.
13. In case of a breakdown or emergency, call (361) 438-5527 and speak with a BakPak Aviators employee. Do not leave a disabled paramotor alone at any time. Additional rental time will be allocated for time lost due to a breakdown for the rider of the down vehicle only.
14. Vehicles are to be returned on time or additional fees will be charged.
15. There are no refunds for early returns.

EMERGENCY PHONE NUMBER: (361) 438-5527