

**AGREEMENT OF WAIVER AND TO
HOLD HARMLESS AND INDEMNIFY**

Gentlemen:

In order for Wings of Eagles, LLC to provide flight training or examination, it is necessary that you provide the following requirements:

(For purposes of this agreement, Wings of Eagles, LLC as hereinafter used shall also include its contract pilots, examiners, officers, directors, employees and agents).

The Owner/Operator of the aircraft or person seeking to be re-evaluated or examined agrees to waive any and all claims against Wings of Eagles, LLC and to indemnify and hold harmless Wings of Eagles, LLC against any and all claims, losses, liability, personal injury, loss of life, loss of use and any and all other damages and expenses arising out of or in any way connected with the services to be provided by Wings of Eagles, LLC.

The Owner/Operator certifies that the aircraft to be used under this agreement is, in all respects, airworthy and in full compliance with all requirements of maintenance, preventive maintenance and alterations as set forth in FAR 91, Subpart E as may be amended from time to time.

The Owner/Operator also agrees to have Wings of Eagles, LLC listed as an additional primary insured with its Liability Insurance Carrier and to provide, before any training or flight is to be conducted, a certificate of such insurance coverage. Said certificate shall also include a provision that provides to Wings of Eagles, LLC a thirty-day notice of proposed termination or cancellation of the policy. Additionally, the Owner/Operator shall have available in writing or otherwise present in a form acceptable to Wings of Eagles, LLC, a waiver of rights from the Owner/Operator's hull insurance carrier for claims of subrogation against Wings of Eagles, LLC. Such insurance coverage as provided by the Owner/Operator shall be primary and non-contributory to any other insurance which may be available to Wings of Eagles, LLC.

The parties are agreed that jurisdiction and venue of all matters arising by and between the Owner/Operator and Wings of Eagles, LLC shall be Rutherford County, Tennessee.

The parties are further agreed and it is understood that this agreement may be entered as a plea in complete bar of any action brought against Wings of Eagles, LLC and the agreement to indemnify and hold harmless applies to any and all losses which may be occasioned by Wings of Eagles, LLC for amounts which may be entered in judgment, reasonable attorney fees for defense and costs associated therewith.

This Agreement does not become legal and binding upon Wings of Eagles, LLC to perform any service whatsoever. Wings of Eagles, LLC retains the right to terminate this agreement and services to be provided for which this agreement may be a part without prior notice.

ENTERED, AGREED and ACCEPTED on this the _____ day of _____, 2_____.

Owner / Operator

Wings of Eagles, LLC

Signature of Officer or Agent

By: _____
Officer

Print Name and Title