

AGREEMENT AND RELEASE OF LIABILITY

In consideration for being permitted to utilize the land and facilities owned and leased by:

_____ **Stokes Farms (owner) / Tokay Radio Control Modelers (lessee)** _____
PRINTED NAME OF LANDOWNER(S) (hereinafter collectively referred to as "Released Parties")

Located at:

_____ **Tyler Island – Latitude 38 Deg 12 Min 19 Sec Longitude 121 Deg 31 Min 33 Sec** _____
ADDRESS

And to engage in the hobby of flying remote controlled aircraft, and related activities (hereinafter collectively referred to as "RC Aircraft Operation")

PRINTED NAME OF RELEASER

Hereby agree as follows:

INITIAL EACH OF FOLLOWING

1. _____ I hereby RELEASE AND DISCHARGE the Released Parties from any and all liability, claims, demands or causes of action that may hereafter have for injuries and damages arising out of my participation in RC Aircraft Operation including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
2. _____ I further agree that I will not sue or make claim against the Released Parties for damages or other losses sustained as a result of my participation in RC Aircraft Operation.
3. _____ I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including attorneys fees incurred in connection with any action brought as a result of my participation in RC Aircraft Operation.
4. _____ I understand and acknowledge that RC Aircraft Operations have inherent dangers that no amount of care, caution, instruction or experience can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN RC Aircraft Operation WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
5. _____ I have been advised and recognize that my RC Aircraft Operations are not covered by any personal accident or general liability insurance policy issued to the Released Parties.
6. _____ I hereby expressly recognize that this Agreement and Release of Liability is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my operation of RC Aircraft including any claims caused by negligence of the Released Parties.

I HAVE READ THIS AGREEMENT – RELEASE OF LIABILITY, FULLY UNDERSTAND ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

SIGNATURE OF RELEASER

DATED

PRINTED NAME – RELEASER

SIGNATURE OF WITNESS

DATED

PRINTED NAME – WITNESS