

ELECTRIC AIRCRAFT CORPORATION
WAIVER AND RELEASE FROM LIABILITY

I, _____, **HEREBY ACKNOWLEDGE** that I understand that ultralight trike flying is an extremely dangerous sport and may result in injury and or death, even when practiced by a competent pilot using proper equipment. I further acknowledge that I am aware of and understand the types of hazards and dangers, both real and hidden, involved in ultralight trike flying and accept any and all of the risks of possible injury or death. I understand that the ultralight trikes manufactured by Electric Aircraft Corporation are not covered by any product liability insurance, nor have they been designed, manufactured or tested to meet any federal or state government air-worthiness standards or regulations. I understand that ultralight trike flying is an extremely demanding sport requiring exceptional levels of attention, judgment, maturity and self discipline, requiring me to make a conscious and continual commitment to my own safety. I understand that the safe operation of any ultralight trike manufactured by Electric Aircraft Corporation requires pilots to complete training under an FAA-recognized program and to acquire ultralight-specific knowledge and proficiency, as well as an equivalent level of knowledge and understanding of those wind and weather conditions which may compromise the pilot's safe control of the trike. In particular, I understand that gusty winds or turbulence may interfere with even an expert pilot's ability to safely control the trike and thereby cause it to crash.

I HEREBY RELEASE, AGREE TO HOLD HARMLESS AND INDEMNIFY Electric Aircraft Corporation, the manufacturer, the distributor of the ultralight trike and their agents and employees for any and all liability for any loss, damage, injury or death to myself or to any other person or property resulting from the use of this equipment and I further agree to waive, and not make any claim or file any suit based upon negligence, breach of warranty, contract or other legal theory. This release, agreement to hold harmless and to indemnify shall be binding upon me, my legal representatives, heirs, legatees and assigns as well as upon all who may be dependant upon or entitled to my services, consortium or support. Should I breach this agreement by filing any such suit or making any such claim, I will pay all attorney's fees and costs of the released parties. I agree that this release shall be governed by and construed in accordance with the laws of the State of New Jersey. All disputes and matters whatsoever arising under, in connection with or incident to this agreement shall be litigated, if at all, in and before a court located in the State of New Jersey, USA, to the exclusion of the courts of any other state or country. If any part, article, paragraph, sentence or clause of this agreement is not enforceable, the effected provisions shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law and the remainder of the agreement shall continue in full force and effect.

I VOLUNTARILY ASSUME all risks, known and unknown, of any injuries, personal or financial or of wrongful death, however caused, even if caused in part or in whole by the action, inaction or negligence of any of the released parties named above to the fullest extent of the law. I represent that I am at least 18 years of age and I acknowledge that I have read this agreement, fully understand the potential dangers of engaging in flight of an ultralight trike from Electric Aircraft Corporation and am fully aware of the legal consequences of signing this agreement. I understand and agree that this document is legally binding and will preclude me from recovering monetary damage from the above listed entities and or individuals, whether specifically named or not, for personal injury, bodily injury, property damage, wrongful death or any other personal or financial injury sustained by me in connection with the use of an ultralight trike from Electric Aircraft Corporation

THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BY THE SELLER, DISTRIBUTOR OR MANUFACTURER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND DISTRIBUTOR'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING UNITS OR PARTS

WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITH OUT READING!

Signature: _____
(Customer must be 18 years or older)

Date: _____