

WAIVER OF RIGHTS, RELEASE, AND INDEMNITY AGREEMENT

RECITALS

I, _____, am the builder and owner of experimental aircraft Make _____ and Model _____, to be registered with the Federal Aviation Administration (FAA) as N_____. I hereby acknowledge that the design, fabrication, building, construction, testing and use of an experimental aircraft in any sort of air travel, may result in serious injury, death, or property damage to third parties or to myself. Pursuant to the regulations for experimental aircraft promulgated by the FAA, I have engaged David Morss, who is a Designated Airworthiness representative, to inspect and issue an airworthiness certificate for the aircraft referenced above.

This agreement is entered into on _____ by and among _____ and David Morss.

TERMS

1. I hereby RELEASE AND DISCHARGE David Morss, Myriad Research, LLC, their insurers, all respective subsidiary and parent corporations, agents, servants, employees, independent contractors, predecessors, successors, joint ventures, partners, limited partners, trusts, investors, members, officers, directors, shareholders, attorneys, assigns, and all others (collectively referred to as "Releasees") and each of them, of all claims, demands, accounts, actions, causes of action, obligations, proceedings, losses, liabilities, and sums of money of every kind and character, whether now known or unknown, whether based on contract, tort, statute, or other legal or equitable theory of recovery, which the undersigned, his or her successors or assigns, shall or may have against Releasees herein in any way related to any and all liability, claims, demands, or causes of action arising out of David Morss' inspection and issuance or denial of an airworthiness certificate for the aircraft specified above.

2. I further agree that I WILL NOT SUE OR MAKE A CLAIM against Releasees for damages or losses sustained or in any way connected to the issuance or denial of an airworthiness certificate for the aircraft specified above. I further agree to INDEMNIFY AND HOLD Releasees HARMLESS from all claims, judgments and costs, including attorneys' fees, incurred in connection with any action brought as a result of the issuance or denial of an airworthiness certificate for the aircraft specified above.

3. The owner hereby releases Releasees from any and all liability arising out of any injury to me or third parties while participating in any activities subsequent to this AGREEMENT, in the aircraft specified above directly or indirectly related to services provided by Releasees.

4. The owner, his or her agents, servants, employees, independent contractors, predecessors, successors, joint ventures, partners, limited partners, trusts, investors, members, officers, directors, shareholders, attorneys, assigns, and all others (hereinafter referred to as "Releasors") agrees never to institute any suit or action at law or equity against Releasees, by reason of injury to me or third parties arising from the activities contemplated by this AGREEMENT.

5. Owner and Releasors further state and affirm, by signature below, that [he/she] has carefully read the above release, knows the contents of the release, and signs this release of his or her own free will.

6. This Release contains the entire agreement between the parties and supersedes any and all prior oral and written agreements and understandings, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter of this Release shall be relied upon by the parties unless incorporated herein. This Release may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

7. In the event that legal action is instituted by any party to enforce the terms of this Release or matter arising out of the performance of this Release, such matter shall be brought in a State or Federal Court within California that can exert proper personal jurisdiction over the Releasees; the prevailing party or parties of such an action shall be entitled to recover from the non-prevailing party or parties all costs associated with the legal action, including reasonable attorneys' fees;

8. This Waiver of Rights, Release, and Indemnity Agreement contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

9. This agreement shall be governed by and construed in accordance with the laws of the State of California.

Owner's Signature _____

Owner's Printed Name _____ Date _____

Owner's Spouse's Signature _____

Owner's Spouse's Printed Name _____ Date _____

David Morss' Signature _____

Date _____