

RELEASE, WAIVER & HOLD HARMLESS

IMPORTANT NOTICE: READ CAREFULLY BEFORE SIGNING. YOU WILL BE GIVING UP IMPORTANT LEGAL RIGHTS OR CLAIMS BY SIGNING THIS DOCUMENT IF INJURY AND/OR DEATH OR DAMAGE OCCURS IN CONNECTION WITH THE OPERATION OF THE AIRCRAFT, AIRCRAFT KIT, ENGINE, PARTS, SERVICE OR INSTRUCTION (THE "PRODUCTS") PURCHASED.

THE UNDERSIGNED COMPETENT ADULT(S) ("YOU") HEREBY ACKNOWLEDGE THAT YOU AND/OR YOUR SPOUSE HAS OR WILL PURCHASE PRODUCTS FROM JABIRU AIRCRAFT PTY LTD, JABIRU USA SPORT AIRCRAFT, LLC ("JABIRU USA") OR ITS AUTHORIZED OEM DEALER (HEREINAFTER "SELLER(S)") OF HIS OWN FREE WILL, WITH THE INTENTION OF BUILDING, ASSEMBLING, REPAIRING AND OPERATING AN AIRCRAFT, AND FLYING IT FOR EDUCATIONAL, SPORT AND PERSONAL PLEASURE IN THE EXPERIMENTAL, ULTRALIGHT OR LIGHT SPORT PLANE CATEGORIES. YOU ARE THE FINAL AUTHORITY ON THE SUITABILITY OF THE PRODUCTS FOR YOUR USE IN THE AIRCRAFT.

YOU UNDERSTAND THAT FLYING ANY AIRCRAFT, INCLUDING EXPERIMENTAL, ULTRALIGHT AND LIGHT SPORT AIRCRAFT, INVOLVES RISK OF SERIOUS PERSONAL INJURY AND EVEN DEATH. THE RISK OF SERIOUS INJURY AND DEATH ALWAYS EXISTS DISPIE PROPER FLIGHT TRAINING AND DISPIE PROPERLY DESIGNED, MANUFACTURED, CONSTRUCTED AND MAINTAINED AIRCRAFT.

DANGER: SELLER RECOMMENDS THAT ALL PERSONS OPERATING ANY EXPERIMENTAL, ULTRALIGHT OR LIGHT SPORT AIRCRAFT HAVE THE REQUIRED PILOTS LICENSE AND MEDICAL CERTIFICATE WITH COMPLETE AIRCRAFT TRAINING, IN TYPE, FROM A CERTIFIED INSTRUCTOR. THE AIRCRAFT MUST BE BUILT, REPAIRED, MAINTAINED AND OPERATED IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS.

YOU UNDERSTAND SELLER WILL NOT SELL YOU ANY AIRCRAFT, AIRCRAFT KIT, PARTS, SERVICE OR ENGINE UNLESS YOU FREELY ACKNOWLEDGE THE RISK INVOLVED AND KNOWINGLY RELEASE THE SELLER AND MANUFACTURER FROM ANY AND ALL CLAIMS THAT YOU AND/OR YOUR SPOUSE MIGHT ASSERT ON ANY THEORY OF LAW INCLUDING BUT NOT LIMITED TO NEGLIGENCE, IMPROPER INSTRUCTION, IMPROPER INSTALLATION, OR DEFECTIVE AIRCRAFT, KIT, ENGINE OR PARTS.

IN CONSIDERATION OF SELLING YOU THE PRODUCTS, YOU FREELY AND VOLUNTARILY RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE SELLERS AND MANUFACTURER, THEIR AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS WHICH YOU, OR ANYONE ELSE CLAIMING THROUGH YOU, MIGHT HAVE FOR PROPERTY DAMAGE AND FOR PERSONAL INJURIES OR DEATH SUFFERED AS A RESULT OF YOUR PURCHASE OF THE PRODUCTS FROM THE SELLER AND/OR DURING YOUR ATTEMPT TO BUILD, RIDE, FLY, OR OTHERWISE OPERATE OR SELL ANY AIRCRAFT MADE WITH OR FROM SELLER PRODUCTS.

YOU UNDERSTAND AND AGREE THAT BECAUSE OF THE EXPERIMENTAL NATURE OF THE PRODUCTS PURCHASED FROM SELLER AND MANUFACTURER THAT NO EXPRESSED OR IMPLIED WARRANTIES ACCOMPANY SUCH PRODUCTS. BY SIGNING THIS RELEASE AND WAIVER, YOU AGREE TO ASSUME ALL THE RISKS ASSOCIATED WITH THE USE OF SUCH PRODUCTS AND TO INDEMNIFY AND HOLD SELLERS HARMLESS FROM ALL SUCH CLAIMS.

INJURY OR DEATH MAY RESULT FROM THE CONSTRUCTION AND OPERATION OF AIRCRAFT. YOU ARE MAKING THE FINAL DETERMINATION THAT PRODUCTS PURCHASED AND INSTALLED ARE FIT AND SAFE FOR YOUR CONSTRUCTION AND OPERATION EVEN IF YOU RECEIVED AND USED INFORMATION FROM SELLERS FOR YOUR INSTALLATION. YOU AGREE THAT SELLERS HAVE MADE NO REPRESENTATION OR PROMISE UPON WHICH YOU HAVE RELIED THAT YOU WILL BE SUCCESSFUL IN SAFELY BUILDING OR SAFELY FLYING THE PRODUCTS YOU HAVE PURCHASED. YOU AGREE THAT THIS ENTIRE AGREEMENT, TOGETHER WITH THE TERMS OF THE PURCHASE AGREEMENT, LIMITED MANUFACTURER WARRANTY, AND SHIPPING/ORDER POLICY SHALL BE BINDING ON MY ESTATE, PERSONAL REPRESENTATIVES, HEIRS, ASSIGNS AND TRANSFEREES.

I have carefully read and considered the terms and provisions of this Release, Waiver & Hold Harmless, and accept all provisions as stated herein, and make this Release, Waiver & Hold Harmless a part of every purchase from Sellers now and in the future. You are authorized to make this document public at any time.

Date: _____ Signed: _____

YOU

Date: _____ Signed: _____

YOUR SPOUSE

Please Print your Name, address, telephone and e-mail here:



ADDITIONAL TERMS OF THE PURCHASE AGREEMENT

Placing an order with Jabiru USA Sport Aircraft, LLC ("Jabiru USA"), or its authorized OEM dealer, and/or signing this purchase contract, is an offer by you to buy, and if the order is accepted, filled and shipped by Jabiru USA or the dealer, it will become a binding contract of purchase and sale of the products shown on the face hereof upon the terms and provisions herein specified:

1. Orders prepaid in full over \$50.00 in value must be paid with a certified check or money order. Orders paid with personal checks will not be shipped until the checks have cleared. FOB Shelbyville, Tennessee if not otherwise stated.
2. A deposit is usually required with all aircraft, engine, or kit orders, the amount and timing will be specified in the contract. The full balance due at delivery. Jabiru USA can ship COD for the balance due. All COD shipments in excess of \$50.00 value will be COD for a certified check, cash or money order.
3. All prices and specifications are subject to change without prior notice. Jabiru USA will advise you of major price increases when feasible. You shall pay all applicable taxes on the sale.
4. **THERE ARE NO WARRANTIES OF ANY KIND WITH THE PRODUCTS FROM JABIRU USA EXCEPT THE LIMITED WARRANTIES ("MANUFACTURER LIMITED WARRANTY") PROVIDED IN WRITING BY JABIRU AIRCRAFT PTY LTD, BUNDABERG, AUSTRALIA ("MANUFACTURER"). INJURY OR DEATH MAY RESULT FROM THE CONSTRUCTION AND OPERATION OF AIRCRAFT. YOU ARE MAKING THE FINAL DETERMINATION THAT PRODUCTS PURCHASED ARE FIT AND SAFE FOR YOUR CONSTRUCTION AND OPERATION EVEN IF YOU RECEIVED AND USED INFORMATION FROM MANUFACTURER AND JABIRU USA. SUCH MANUFACTURER LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY. EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. JABIRU USA WILL PROCESS CUSTOMER WARRANTY CLAIMS. NO OTHER CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARE ALLOWED. YOUR SIGNATURE BELOW ACKNOWLEDGES RECEIPT OF A COPY OF THE CURRENT MANUFACTURER LIMITED WARRANTY AND THE CURRENT JABIRU USA SHIPPING/ORDER POLICY.**
5. **YOU AND YOUR SPOUSE MUST SIGN A RELEASE, WAIVER & HOLD HARMLESS AGREEMENT WHEN INITIALLY PURCHASING PRODUCT. YOUR RELEASE, WAIVER & HOLD HARMLESS WILL REMAIN ON FILE AND APPLY TO ALL PRODUCT PURCHASES THEREAFTER UNTIL REVOKED IN WRITING. JABIRU USA OR DEALER MAY REQUEST SIGNATURE ON ANOTHER RELEASE, WAIVER & HOLD HARMLESS FOR SUBSEQUENT PURCHASES, AT ITS OPTION. YOU UNDERSTAND THAT THE MANUFACTURER, JABIRU USA AND DEALER ARE RELYING UPON YOUR RELEASE, WAIVER & HOLD HARMLESS FOR EACH AND EVERY PRODUCT PURCHASE YOU MAKE. PLEASE CONSULT WITH YOUR LEGAL COUNSEL BEFORE SIGNING TO ASSURE THAT YOU UNDERSTAND ITS CONTENT AND PURPOSE. NO SHIPMENT WILL BE MADE UNTIL THE RELEASE, WAIVER & HOLD HARMLESS IS FULLY EXECUTED AND RETURNED TO JABIRU USA OR ITS DEALER.**
6. **YOU AND YOUR SPOUSE HEREBY INDEMNIFY AND HOLD THE MANUFACTURER, JABIRU USA AND DEALER HARMLESS FROM: (a) ANY LIABILITY OF ANY KIND ARISING FROM THE DELIVERY, ASSEMBLY. USE, MAINTENANCE, OR OPERATION OF THE PRODUCTS PURCHASED; (b) ANY LIABILITY OF ANY KIND ARISING FROM CLAIMS OF ANY PERSON MAKING A CLAIM AGAINST YOU ARISING FROM THE DELIVERY, ASSEMBLY. USE, MAINTENANCE, OR OPERATION OF THE PRODUCTS PURCHASED; (c) ANY LIABILITY OF ANY KIND ARISING FROM CLAIMS OF ANY PERSON(S) TO WHOM YOU TRANSFERRED ANY OF THE PRODUCTS OR THE AIRCRAFT IN WHICH YOU HAVE INCORPORATED THE PRODUCTS.**
7. **YOU AND YOUR SPOUSE AGREE THAT TENNESSEE LAW APPLIES TO THIS CONTRACT. ANY DISPUTE OR CLAIM RELATING TO THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION IN TENNESSEE UNDER RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THIS CONTRACT MAY BE MADE PUBLIC.**

Your Signature

Date

Your Spouse's Signature

Date