

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:

Engine and Firewall Forward Purchase Terms

Placing an order with Jabiru USA Sport Aircraft, LLC (“Jabiru USA”), or any of its authorized dealers or OEM partners, and/or signing this purchase contract, is an offer by you to buy, and if the order is accepted 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. **A DEPOSIT, AS SPECIFIED IN THE BODY OF THIS AGREEMENT, MUST ACCOMPANY ALL AIRCRAFT ENGINE AND/OR FIREWALL FORWARD ORDERS AND THE BALANCE DUE PAID ACCORDING TO THE TERMS IN THIS AGREEMENT. INITIAL DEPOSITS MAY BE MADE BY PERSONAL CHECK. FINAL PAYMENTS CAN BE MADE BY CERTIFIED CHECK OR WIRE TRANSFER.**
2. **PURCHASER SHALL BE RESPONSIBLE FOR ALL TAXES, FEES AND DUTIES, HOWEVER DESIGNATED, LEVIED OR BASED ON THE PURCHASE PRICE OR ON THIS AGREEMENT OR ON THE COMPLETED AIRCRAFT, INCLUDING STATE AND LOCAL PRIVILEGE, EXCISE, SALES, USE OR OCCUPATION TAXES BASED ON GROSS SALES OR REVENUES, PAYABLE BY SELLER ON ACCOUNT OF THE SALE OF THE AIRCRAFT (BUT EXCLUDING ANY TAX BASED ON NET INCOME). PURCHASER SHALL BE RESPONSIBLE FOR ANY FEES FOR REGISTRATION OR FILING OF OWNERSHIP OF THE AIRCRAFT AND ANY OTHER TAXES THAT MAY OCCUR AFTER THE SALE.**
3. **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 USA, JABIRU AIRCRAFT PTY, LTD, BUNDABERG, AUSTRALIA (“ENGINE MANUFACTURER”), OR OTHER COMPONENT MANUFACTURERS.**
4. **INJURY OR DEATH MAY RESULT FROM THE OPERATION OF AIRCRAFT. YOU ARE MAKING THE FINAL DETERMINATION THAT PRODUCTS PURCHASED ARE FIT AND SAFE FOR YOUR USE AND OPERATION EVEN IF YOU RECEIVED AND USED INFORMATION FROM JABIRU USA IN YOUR DETERMINATION. 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.**
5. **BY SIGNING THIS AGREEMENT YOU AND YOUR SPOUSE ACKNOWLEDGE AND UNDERSTAND THAT THE PRODUCT(S) DESCRIBED ON PAGE ONE OF THIS AGREEMENT WAS NOT MANUFACTURED IN ACCORDANCE WITH STANDARD CATEGORY AIRWORTHINESS REQUIREMENTS. PLEASE CONSULT WITH YOUR LEGAL COUNSEL OR THE FEDERAL AVIATION ADMINISTRATION BEFORE SIGNING TO ASSURE THAT YOU UNDERSTAND THE EXPERIMENTAL NATURE OF THE PRODUCT(S). NO SHIPMENT WILL BE MADE UNTIL THIS AGREEMENT IS FULLY EXECUTED AND RETURNED TO JABIRU USA.**
6. **YOU AND YOUR SPOUSE HEREBY INDEMNIFY AND HOLD JABIRU USA AND/OR ITS DEALER HARMLESS FROM: (a) ANY LIABILITY OF ANY KIND ARISING FROM THE DELIVERY, 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, USE, MAINTENANCE, OR OPERATION OF THE PRODUCTS PURCHASED.**
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