

**SHADE TREE AVIATION AND STORAGE LLC
LANDING AGREEMENT, COVENANT NOT TO SUE, LIABILITY RELEASE
AND
ASSUMPTION OF RISK AGREEMENT**

I _____ by signing this document do agree that Shade Tree Aviation and Storage LLC, (also referred to as Shade Tree Field) a private airport (MS82) located at approximately N30 30.37 latitude and W89 08.50 longitude in Harrison, County, Mississippi is an unimproved grass runway and does not meet the standards for public use airports. Furthermore, I acknowledge that at any given moment the Shade Tree Field could be rendered unsafe for aircraft operations by acts of nature, the intentional or unintentional actions of people or any combination thereof and it is the responsibility of the pilot-in-command of any aircraft using Shade Tree Field to determine the airport to be safe for aircraft operations.

I understand and agree that Shade Tree Aviation and Storage LLC, Daniel S. and Janet C. Miller, or any of their officers, agents, contractors, or assigns, (hereafter referred to as "Released Parties") shall be held harmless and shall not be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns that may occur as result of my participation in flying aircraft, flying in aircraft, flight instruction, aircraft rental, aircraft operations, ramp operations, or any associated activities involved with these activities (hereafter referred to as Flight Activities), or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I also understand that Shade Tree Aviation and Storage LLC, and any officers or agents are not directly or indirectly affiliated with any Flight Schools or Flight Instructors teaching or flying off of Shade Tree Field and in consideration of being allowed to participate in Flight Activities, I hereby personally assume all risks of Flight Activities, whether foreseen or unforeseen that may befall me while I am participating in these activities. I, further release, exempt, and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation of Flight Activities including claims arising during any course of training.

I further state that I am of lawful age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian.

I agree, at the sole discretion of the landowners on or adjoining Shade Tree Aviation and Storage LLC, to be subject to arbitration in the State of Mississippi for any loss or claim arising from or related to my visit at Shade Tree Field.

By this instrument I agree to exempt and release Shade Tree Aviation and Storage LLC and all related Entities as defined above from all liability or responsibility whatsoever for personal injury, property damage, or wrongful death however caused, including, but not limited to, the negligence of the released parties, whether passive or active.

Participant's Signature _____ Date _____

Parent or Guardian's Signature _____ Date _____