

# INSTRUCTION AGREEMENT PILOTING RADIO CONTROLLED MODELS

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Lexington Aircraft Radio Control Society (LARKS) and \_\_\_\_\_ (hereinafter referred to as the MEMBER).

**WHEREAS**, LARKS has designated by action of its Board of Directors certain of its members as **Instructors**, said designation indicating that they reasonably believe, without any warranty of same, that said individuals are proficient in the piloting of radio controlled model aircraft and capable of imparting said knowledge to others, and

**WHEREAS**, the MEMBER, having already joined and wishing to receive instruction in the piloting of radio controlled model aircraft,

**NOW THEREFORE**, in consideration of allowing its designated **Instructors** to teach piloting skills to the MEMBER and for and in consideration of said MEMBER receiving, from time to time, such instruction from one or more designated **Instructors** the following shall constitute the terms and agreements between these parties:

1. That the MEMBER shall at all times of receipt of said instruction have maintained in full force and effect a current membership in the Academy of Model Aeronautics (AMA) and shall abide by all rules and regulations for the Academy relating to maintaining insurance coverage and obeying all safety instructions of the AMA and of this club.
2. That the MEMBER understands and agrees that he/she assumes all risk with respect to the loss or damage of his/her model and equipment during instruction, whether said loss or damage occurs during his/her control of the model or during the INSTRUCTOR'S control, and whether such loss or damage occurs as a result of mechanical or electronic failure or "pilot error."
3. That the MEMBER understands and agrees that he/she assumes all risks with respect to damage of his/her property or any other person's property; or injury to himself or to any other person or persons as a result of mechanical or electronic failure of any nature, or "pilot error" on his/her part, or the **Instructor's** part. "Property" includes, but is not limited to the model airplane or any other type of Radio Control (R/C) model.
4. That the MEMBER agrees to personally hold-harmless, indemnify and defend the **Instructor**, and/or the LARKS R/C club and its members, officers, and directors from any and all claims, suits, causes of action or assertions of liability of any nature whatsoever arising out of or by virtue of any property damage or loss or the result of any injury to any person as described in paragraphs 2 and 3, supra, regardless of whether the **MEMBER** or the **Instructor** was in control of the model at the time of the accident.

Entered into at \_\_\_\_\_ on the day and date stated above.

READ, UNDERSTOOD, AGREED and ACCEPTED:

Lexington Aircraft Radio Control Society (LARKS)

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
Duly Authorized LARKS Officer

Member Copy

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LARKS File Copy