ANNUAL WAIVER OF ALL CLAIMS AND RELEASE OF LIABILITIES
FOR AND MODERN TURF INC. 5925 PEACH ORCHARD RD DALZELL, SC 29040
and LEXINGTON AIRCRAFT RADIO KONTROL SOCIETY (LARKS, AMA#3616) for
RADIO CONTROL AIRPLANE EVENTS AND ACTIVITIES

THIS WAIVER DOES NOT AFFECT MY RIGHT TO ASSERT A CLAIM AGAINST AN INDIVIDUAL WHETHER A NONMEMBER OR AN AMA MEMBER, EVEN THOUGH IT DOES PROHIBIT ASSERTING ANY CLAIMS AGAINST THE SITE OWNER, MODERN TURF, LARKS, THEIR AGENTS INVOLVED IN ANY ACTIVITIES ON THE PROPERTY, AND/OR ANY OTHER SITE OWNER INVOLVED IN THESE ACTIVITIES, AND ANY OTHER PERSON OR ENTITY NOT DIRECTLY INVOLVED IN ANY CLAIM. NEITHER DOES THIS WAIVER HINDER OR LIMIT MY INSRUANCE COVERAGE UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE AMA POLICY, OR PROHIBIT AN AMA MEMBER CLAIM UNDER THE AMA ACCIDENT/MEDICAL COVERAGE, OR FIRE, VANDALISM AND THEFT COVERAGE POLICIES.

For and in consideration of permitting the undersigned individual to spectate, participate in any way, or officiate in radio control modeling activities at **MODERN TURF 5925 PEACH ORCHARD RD DALZELL, SC 29040**

For the period of one (1) year beginning on the 1st day of January, 2020 through the 31st day of December 2020, the undersigned hereby voluntarily waives, releases, discharges and relinquishes any and all claims, actions or causes of action for personal injury, property damage, or wrongful death occurring to him/her arising as a result of radio control modeling activities and any activities incidental thereto wherever or however the same may occur and for whatever period said event and/or activities may continue, and the Undersigned does, for him/herself, his/her heirs, executors, administrations and assigns, release, discharge and relinquish any and all claims, actions or causes of action as just mentioned, which may hereafter arise for him/herself and for his/her estate, and agree that under no circumstances will he/she or his/her heirs, executors, administrators and assigns present any claim for personal injury, property damage or wrongful death against Modern Turf, the site owners, LARKS, the AMA Charter holder, and/or any other site owners involved or sites used in these radio control activities and/or events, and/or their officers, agents, servants or employees for any and all said claims, actions, or causes of action, whether the same shall arise by negligence of any said persons, or otherwise.

I recognize that safety equipment and safety procedures used at such events are not totally effective in preventing injury or death, even when used and positioned according to instructions and common sense. While some level of protection is provided by safety equipment and safety procedures used at such events, there still remains the risk of injury or death. I am also aware that modeling may present hazards to participants and/or spectators as a result of any number of factors, including, but not limited to, unpredictable deviations from flight plans, the use of flammable liquids for fuels, equipment with numerous moving parts, and the uneven terrain over which modeling may occur.

IT IS THE INTENTION OF THE UNDERSIGNED SPECTATORS OR PARTICIPANTS, BY THIS DOCUMENT, TO EXEMPT AND RELIEVE MODERN TURF; THE SITE OWNERS, THEIR OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL LIABILITY OF PERSONAL INJURY, PROPERTY DAMAGES AND/OR WRONGFUL DEATH CAUSED BY NEGLIGENCE. IT IS ALSO THE INTENTION OF THE UNDERSIGNED SPECTATORS OR PARTICIPANTS, BY THIS DOCUMENT, TO EXEMPT AND RELIEVE LARKS, THE AMA CHARTER HOLDER, THEIR OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL LIABILITY OF PERSONAL INJURY, PROPERTY DAMAGES AND/OR WRONGFUL DEATH CAUSED BY NEGLIGENCE. AND IT IS THE INTENTION OF THE UNDERSIGNED SPECTATORS OR PARTICIPANTS, THAT THIS WAIVER AND RELEASE SHALL BE EFFECTIVE FOR A PERIOD OF ONE (1) CALENDAR YEAR.

This document is governed by South Carolina law. In the event one or more clauses are found to be ineffective, the remaining clauses shall remain enforceable.

By signing this document, I agree that I will abide by the rules and regulations of Modern Turf and the AMA.

_____ _____
Signature Date Witness Signature Date

_____ _____
Print Name Print Witness Name

_____ _____
Address City State Zip

_____
AMA # (Required to fly)