

**ELECTRIC AIRCRAFT CORPORATION  
WAIVER AND RELEASE FROM LIABILITY**

I, \_\_\_\_\_, **HEREBY ACKNOWLEDGE** that the electric propulsion kit, battery modules, charger and propeller (the equipment) supplied by Electric Aircraft Corporation constitute very powerful equipment and can be dangerous and may result in injury and or death, even when installed and or operated by a competent investigator or pilot using proper equipment. I further acknowledge that I am aware of and understand the types of hazards and dangers, both real and hidden, involved in the testing, installation and use of this equipment and accept any and all of the risks of possible injury or death. I understand that the electric propulsion kit, battery modules, charger and propeller (the equipment) supplied by Electric Aircraft Corporation are not covered by any product liability insurance, nor have they been designed, manufactured or tested to meet any federal or state government air-worthiness standards or regulations. I understand that testing, installing and use of the propulsion kit, battery modules, charger and propeller requires exceptional levels of attention, judgment, maturity and self-discipline requiring the tester or pilot to make a conscious continued commitment to his/her own safety.

**I HEREBY RELEASE, AGREE TO HOLD HARMLESS AND INDEMNIFY** Electric Aircraft Corporation, the manufacturer, the distributor of this electric propulsion kit, battery modules, charger and propeller and their agents and employees for any and all liability for any loss, damage, injury or death to myself or to the tester or any other person or property resulting from the use of this equipment and I further agree to waive, and not make any claim or file any suit based upon negligence, breach of warranty, contract or other legal theory. This release, agreement to hold harmless and to indemnify shall be binding upon me, my legal representatives, heirs, legatees and assigns as well as upon all who may be dependant upon or entitled to my services, consortium or support. Should I breach this agreement by filing any such suit or making any such claim, I will pay all attorney's fees and costs of the released parties. I agree that this release shall be governed by and construed in accordance with the laws of the State of New Jersey. All disputes and matters whatsoever arising under, in connection with or incident to this agreement shall be litigated, if at all, in and before a court located in the State of New Jersey, USA, to the exclusion of the courts of any other state or country. If any part, article, paragraph, sentence or clause of this agreement is not enforceable, the effected provisions shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law and the remainder of the agreement shall continue in full force and effect.

**I VOLUNTARILY ASSUME** all risks, known and unknown, of any injuries, personal or financial or of wrongful death, however caused, even if caused in part or in whole by the action, inaction or negligence of any of the released parties named above to the fullest extent of the law. I represent that all persons involved in the installation, operation and/or testing of this equipment are at least 18 years of age and I acknowledge that they fully understand the potential dangers of installing, operating and/ or testing this electric propulsion kit, battery modules, charger and propeller from Electric Aircraft Corporation. I am fully aware of the legal consequences of signing this agreement. I understand and agree that this document is legally binding and will preclude me or any installers, operators or testers from recovering monetary damage from the above listed entities and or individuals, whether specifically named or not, for personal injury, bodily injury, property damage, wrongful death or any other personal or financial injury sustained by any installer, operator and/ or tester of this electric propulsion kit, battery modules, charger and propeller from Electric Aircraft Corporation.

**THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BY THE SELLER, DISTRIBUTOR OR MANUFACTURER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND DISTRIBUTOR'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING UNITS OR PARTS**

**WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITH OUT READING!**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer (must be 18 years or older)