

ULTRALIGHT VEHICLE, EXPERIMENTAL, OR GENERAL AVIATION AIRCRAFT PURCHASE AGREEMENT AND LIABILITY WAIVER

WARNING !

Buyer, realizes, warrants and acknowledges that flight through the air is a dangerous activity by its very nature and may well result in the serious injury or death of the Buyer, or to any future unnamed persons participating in such flight activity, or any activities relating whatsoever to this specific aircraft. Buyer warrants to the Seller that the Buyer alone is responsible for all operations, flight, transport, and any related activity thereto, including the acts of future owners related to this specific aircraft. Buyer fully acknowledges and certifies he/she willingly and knowledgeably assumes all liabilities and risks derived from the ownership of this specific ultralight aircraft, and by the act of paying the Seller for the aircraft specifically warrants that the Seller shall be fully and completely released from any liability from any cause and held harmless from any suit of recovery, or damages, or liabilities arising from Buyer's ownership or operation of the aircraft whatsoever, or the operation in any manner by any subsequent owners, or persons yet unnamed or unspecified herein, both now or at any future time. In addition, in exact manner of the Seller, this indemnification, accruing in whole to the benefit of the Seller, and warranted and executed by Buyer, is specifically intended and extended to include the Seller's wife, and family members, and all their heirs, assigns, or, interests held by him, or them, either singularly, or plurally, or to any assets of the Seller now held, or to be held in a future time.

SALES AGREEMENT

I, _____ (Buyer) do agree to purchase an ultralight vehicle, experimental, or general aviation aircraft described as a _____ presently owned by _____ (Seller). For further identification if applicable, the craft's Serial Number is _____, has an identification or registration number of _____ affixed to the vehicle, is powered by a _____ engine of _____ capacity or horse power with an Engine Serial Number of _____, has wing colors of _____ with _____ colored tail surfaces, and includes notable equipment, accessories, or other original or added items such as _____.

The buyer was present and inspected this craft or vehicle on _____ (date).

Buyer proposes to pay a total price of : \$ _____

which consists of a deposit in the amount of : \$ _____

with a balance due at the close of sale of : \$ _____

Deposit shall be retained by the Seller in the event that the Buyer fails to complete the purchase, but will be refunded in full should the Seller fail to complete the terms of this agreement.

At the time of the Seller accepting the deposit, if any, the vehicle or aircraft shall be maintained and protected for delivery to the Buyer. Seller will not use the vehicle or aircraft for any reason except for delivery to the Buyer as agreed.

Buyer has inspected this vehicle or aircraft and has asked the opinion of others as to its condition. Buyer also acknowledges that hidden defects may exist in any part of the vehicle or aircraft and that an independent inspection by a qualified person is the right and responsibility of the Buyer or his Agent.

This sale shall be binding upon Buyer's heirs and assigns and accepts that there is no warranty or airworthiness certificate, written or implied, as to the vehicle's fitness for flight. There will be no further parts, plans, or information expected of the Seller after the close of the sale.

Seller does not warrant or assert that this vehicle or aircraft will not injure or result in the death of the buyer, or any other subsequent owner or person who may fly or operate the aircraft in any manner whatsoever, nor does the Seller certify this ultralight is appropriate for any specific use, both real or imagined, by any party in possession of the aircraft both now or at any future time.

IT IS HEREBY AGREED

That in the County of _____ in the State of _____

on this _____ day of _____, in the year _____,

the following have entered into this contract of sale and waiver of liability by affixing their signatures below.

(Signature of Seller)

(Signature of Buyer)

Signature: (Notary Public)

My commission expires: _____

