

OCEAN AIR SUPPORT SQUADRON, INC. MEMBERSHIP APPLICATION



PERSONAL INFORMATION:

Name			
Address			
CITY			
HOME PHONE	CE	ELL PHONE	
Work Phone	Pac	GER/FAX	
E-Mail Address			
DATE OF BIRTH	Οςςι	JPATION	
EMERGENCY CONTACT			
Aircraft Information: (if applica	able)		
Гуре:	_ Model:	Tail Nu	umber:
Passengers:	Range/	Endurance:	
Номе Ваѕе:	ANNUAL	Due Date:	
PILOT INFORMATION: (if applicabl	e)		
RATINGS:	CERT	FICATE NUMBER:	
MEDICAL CLASS:	M ED!	CAL DUE DATE:	
BFR DUE DATE:	Тотаі	L Hours:	
Areas of Interest			
() PILOT	() OBSERVER	() TRAINING	() OPERATIONS
() COMMUNICATIONS	() LOGISTICS	() FINANCE	
() LEGAL	() RECRUITING		
Mail Application To:	Annual		
OCEAN AIR SUPPORT SQUADRON	ı, Inc \$50. 0	00 <u>kmetz@ocea</u>	anairsupportsquadron.com
Р344-5 Route 9			
PMB-111			
Lanoka Harbor, NJ 08734			

	– Administrative Use–	
Date Received:	Received By:	_
Check Number:		
Membership Committee Members: _		
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Interview:		
interview.		
Mentor Assigned:		
	ership to the Ocean Air Support Squadron, I agree that all	
	to abide by the Squadron's regulations and by-laws. I con	
background check as a condition of n	nembership and granting access to the airport and associa	ated facilities.
Applicants Signature	 Date	
1. 1		



OCEAN AIR SUPPORT SQUADRON, INC.

P344-5 Route 9 PMB-111 Lanoka Harbor, NJ 08734

PASSENGER WAIVER OF LIABILITY

By Signing This Waiver, You Are Giving Up Any Rights You Might Otherwise Have To Sue The Pilot And Ocean Air Support Squadron, Inc.

In consideration of being given the opportunity to fly or otherwise participate in missions referred by Ocean Air Support Squadron, Inc. (hereinafter OASS), I freely, voluntarily and knowingly make and execute this Passenger Waiver of Liability.

WHEREAS, I, the undersigned, have been made aware and understand that to participate in any part of the OASS program (including flight and ground operations, Discovery Flights, and other OASS activities) carries with it certain dangers, hazards and risks associated with those activities. I understand that these risks include the potential for serious bodily injury or death that may arise from the inherent nature of these activities. These risks include, but are not limited to hazardous, uncertain, or unpredictable wind or weather conditions or other acts of nature, mechanical malfunction or equipment failures with possible defects in design, manufacture or assembly, improper or careless use, negligent actions wholly or partly caused by other third parties beyond the control of OASS, accidents caused by a variety of human factors, medical conditions of the participants and/or OASS officers or trustees, whether any of these conditions, acts or risks are foreseen or unforeseen, contemplated or not contemplated, obvious or hidden, or through omission or commission, negligence or error of any kind.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Release, I, the undersigned, hereby agree as follows:

- 1. <u>Assumption of Risk</u>: To assume any and all risks of participation in any part of the OASS program (including flight and ground operations, Discovery Flights and other OASS activities), and that I freely and voluntarily choose to participate in these activities with full knowledge of these risks.
- 2. <u>Waiver of Claims</u>: To waive, release and discharge any and all claims of any kind whatsoever that I may have against OASS and its officers, trustees, members (including aircraft owners, pilots, observers, and ground crews), associates, agents, and representatives (the Releases), including but not limited to any claim for damages, relief or compensation which I may have by reason of injury, death, property damage or loss of any kind arising out of my participation in any part of the OASS program (including flight and ground operations, Discovery Flights and other OASS activities).
- 3. <u>Hold Harmless/Indemnification</u>: To fully and completely exempt, absolve, hold harmless and indemnify the Releases of any and all current or future responsibility, liability, attorneys fees and costs, duty of care, and/or claims arising out of any injury, death or loss while participating in any OASS activities, even if such loss, damage, injury, or death is the result of negligence on the part of any or all of the Releases, or from any other cause.
- 4. **Scope**: That this Passenger Waiver of Liability shall be effective and fully binding upon my heirs, next of kin, personal representatives, executors, administrators, and assigns in the event of my death.
- 5. Severability: If a court of competent jurisdiction should decide that any part of this Passenger Waiver of Liability is illegal, or unenforceable, or void as a matter of public policy or otherwise, such a determination shall not affect the validity, or enforceability, of the remaining provisions. Specifically, to the extent that it may be determined by a court of competent jurisdiction that a complete release of any legal right referenced herein is illegal, unenforceable or void as a matter of public policy, then I hereby consent to a limitation of liability for any injury, death, damage or loss to no more than \$5,000.00, which damages must be specifically alleged and proved in a court of competent jurisdiction.

Initial:	Date:

- 6. **Choice of Law**: This Passenger Waiver of Liability shall be governed by and construed under the laws of the State of New Jersey. Any legal action or proceeding relating to this Release, or arising out of any injury, death, damage or loss as a result of my participation in any OASS activities shall be brought only in the Superior Court of New Jersey, Ocean County Vicinage, or the United States District Court (District of New Jersey).
- 7. FAA Regulations: That I acknowledge OASS pilots are not employees of, or controlled by, OASS, but rather are volunteer members of OASS, who have agreed to donate their time, services and aircraft for OASS activities. Although OASS is deeply concerned about the safety of passengers who fly on OASS missions and Discovery Flights, OASS has no practical means of directly assessing and monitoring the competence, proficiency or safety of pilots. In an effort to optimize safety, however, OASS ensures, to the extent possible, that each pilot holds an appropriate Federal Aviation Administration license. OASS relies on the FAA Regulations, a pilot's devotion to complying with those regulations, and the pilot's affirmation to OASS that he or she will observe FAA Regulations to achieve safety.
- 8. <u>Consideration</u>: That I understand OASS pilots are volunteering their time, services and aircraft, and are not financially compensated for their time or services. As evidenced by my signature on this Passenger Waiver of Liability, I regard my authorization by OASS to participate in OASS activities, free of charge (including flight and ground operations, Discovery Flights and other OASS activities), as valuable consideration in exchange for this Release, and I value this consideration as a significant, material factor in my own well-being, prosperity and pursuit of happiness. I have read and fully understand this document. In connection with any portion of this document that I did not understand, I understand that I had, but waived, the right to obtain legal advice from an attorney of my choice before signing this form and before participating in any OASS activity.

I have been given sufficient time to read this Release and I accept its contents and conditions and agree to them by signing this Release freely and voluntarily. I understand that by signing this document that I am waiving certain legal rights which I or my heirs, next of kin, personal representatives, executors, administrators, and assigns may have against the Releases.

I hereby authorize OASS to use my name and photographs in any reports of any OASS mission that may appear in newspapers, radio, television, OASS newsletters, the OASS website, or other public relations activities, unless the No line below this paragraph is checked.

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OCEAN AIR SUPPORT SQUADRON, INC.



P344-5 Route 9 PMB-111 Lanoka Harbor, NJ 08734

Pilot and Volunteer Liability Release & Indemnity Form

In consideration of being given the opportunity to fly or otherwise participate in missions referred by Ocean Air Support Squadron, Inc. (hereinafter OASS) and as a condition of my membership in OASS, I freely, voluntarily and knowingly make and execute this Waiver of Liability.

WHEREAS, I, the undersigned, have been made aware and understand that to participate in any part of the OASS program (including flight and ground operations, Discovery Flights, and other OASS activities) carries with it certain dangers, hazards and risks associated with those activities. I understand that these risks include the potential for serious bodily injury or death that may arise from the inherent nature of these activities. These risks include, but are not limited to hazardous, uncertain, or unpredictable wind or weather conditions or other acts of nature, mechanical malfunction or equipment failures with possible defects in design, manufacture or assembly, improper or careless use, negligent actions wholly or partly caused by other third parties beyond the control of OASS, accidents caused by a variety of human factors, medical conditions of the participants and/or OASS officers or trustees, whether any of these conditions, acts or risks are foreseen or unforeseen, contemplated or not contemplated, obvious or hidden, or through omission or commission, negligence or error of any kind.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Waiver of Liability, I, the undersigned, hereby agree as follows:

- 1. <u>Assumption of Risk</u>: To assume any and all risks of participation in any part of the OASS program (including flight and ground operations, Discovery Flights, and other OASS activities), and that I freely and voluntarily choose to participate in these activities with full knowledge of these risks.
- 2. <u>Waiver of Claims</u>: To waive, release and discharge any and all claims of any kind whatsoever that I may have against OASS and its officers, trustees, members (including aircraft owners, pilots, observers, and ground crews), associates, agents, and representatives (the Releases), including but not limited to any claim for damages, relief or compensation which I may have by reason of injury, death, property damage or loss of any kind arising out of my participation in any part of the OASS program (including flight and ground operations, Discovery Flights, and other OASS activities).
- 3. Hold Harmless/Indemnification: To fully and completely exempt, absolve, hold harmless and indemnify the Releases of any and all current or future responsibility, liability, attorneys fees and costs, duty of care, and/or claims arising out of any injury, death or loss while participating in any part of the OASS program (including flight and ground operations, Discovery Flights, and other OASS activities), even if such loss, damage, injury, or death is the result of negligence on the part of any or all of the Releases, or from any other cause.
- 4. **Scope**: That this Waiver of Liability shall be effective and fully binding upon my heirs, next of kin, personal representatives, executors, administrators, and assigns in the event of my death.
- 5. <u>Severability</u>: If a court of competent jurisdiction should decide that any part of this Waiver of Liability is illegal, or unenforceable, or void as a matter of public policy or otherwise, such a determination shall not affect the validity, or enforceability, of the remaining provisions. Specifically, to the extent that it may be determined by a court of competent jurisdiction that a complete release of any legal right referenced herein is illegal, unenforceable or void as a matter of public policy, then I hereby consent to a limitation of liability for any injury, death, damage or loss to no more than \$5,000.00, which damages must be specifically alleged and proved in a court of competent jurisdiction.

Initial:	Date:

- 6. <u>Choice of Law</u>: This Waiver of Liability shall be governed by and construed under the laws of the State of New Jersey. Any legal action or proceeding relating to this Release, or arising out of any injury, death, damage or loss as a result of my participation in any part of the OASS program (including flight and ground operations, Discovery Flights, and other OASS activities) shall be brought only in the Superior Court of New Jersey, Ocean County Vicinage, or the United States District Court (District of New Jersey).
- 7. <u>FAA Regulations</u>: That I acknowledge, if I am an aircraft owner or pilot, that it is my responsibility to abide by all applicable Federal Aviation Regulations and engage only in those activities for which I have the prerequisite certificate/license, ratings, currency, skills, qualifications, preparation and training.
- 8. Consideration: That, as evidenced by my signature on this Waiver of Liability, I regard membership in OASS and the referral of missions (including but not limited to flight and ground operations, Discovery Flights, and other OASS activities) as valuable consideration in exchange for this Waiver of Liability, and I value this consideration as a significant, material factor in my own well-being, prosperity and pursuit of happiness. I have read and fully understand this document. I have talked with a representative of OASS and other persons associated with OASS about my questions concerning the OASS program. In connection with any portion of this document that I did not understand, I understand that I had and continue to have the right to obtain legal advice from an attorney of my choice.

I have been given sufficient time to read this Release and I accept its contents and conditions and agree to them by signing this Release freely and voluntarily. I understand that by signing this document that I am waiving certain legal rights which I or my heirs, next of kin, personal representatives, executors, administrators, and assigns may have against the Releases.

I hereby authorize OASS to use my name and photographs in any reports of any OASS mission that may appear in newspapers, radio, television, OASS newsletters, the OASS website, or other public relations activities, unless the No line below this paragraph is checked.

No

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Auuress	:
Date:	
Witness	
	(Sign name <u>and</u> print name below signature)
Date:	