

## PILOT RISE AGREEMENT

Welcome to Pilot Rise, LLC! This Agreement is between the signee ("Client" or "Pilot" or "You" or "RELEASOR") and Pilot Rise, LLC ("Operator" or "Pilot Rise" or "RELEASEE" or "We") regarding the use of aircraft owned by or operated by Pilot Rise, LLC

## LIABILITY WAIVER

**Releasor** is seeking permission to participate in flight-related activities. Releasor acknowledges and understands the risks and hazards inherent or to be anticipated in being a pilot, student pilot, or passenger in such related activities. Releasor voluntarily chooses to participate with full knowledge of these risks and hazards.

**RELEASE/WAIVER:** In consideration of the above-named Releasor being permitted to participate as described above, Releasor, for himself/herself and his/her personal representatives, heirs, and next of kin, hereby convenience not to sue, releases waives and discharges releasees, from all liability to the Releasor, his or her personal representatives, assigns, heirs, and next of kin, for all loss or damage, and from every claim, demand, action or right of action, of whatsoever kind of nature either in law or in equity, on account of injury to the person or property resulting in the death of the Releasor, whether caused by the negligence of the Releasees or otherwise while the Releasor is for any reason participating in activities described above.

**INDEMNITY:** Releasor agrees to indemnify the Releasee of any loss, liability, damage, or cost Releasor may incur due to the participation of the Releasee in flight-related activities, flight training, or aircraft rental, whether caused by the negligence of Releasee or otherwise.

Releasor expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad as permitted by the State of Texas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

This release contains the entire agreement between the Releasor and the Releasee and the terms of this agreement are contractual and not a mere recital.

Releasor has carefully read this agreement, fully understands its contents, is aware that this is a release of liability and a contract between the parties hereto, and has signed at his/her own free will.

# Billing

**Payment Due:**

Client payments shall be remitted to the Operator upon receipt, immediately after each lesson or flight.

**Payment Methods:**

Accepted Payment Methods:

- Credit or Debit Cards (3.3% surcharge may apply)
- Cash
- Check
- Zelle

All payment methods are subject to change, and any revisions will be communicated to Clients accordingly.

**Chargebacks & Refunds:**

Chargebacks and refunds for services and products provided are strictly prohibited. In the event of a chargeback, the Client shall be invoiced for the regular bill and billed at standard market rates for the processing and handling of the chargeback by the Operator.

**Cards on File:**

The Client hereby authorizes the Operator to retain a payment card on file and consent to charge the said card for any applicable fees and rental charges. It is imperative to note that the security of such card information is maintained in compliance with Payment Card Industry (PCI) standards.

**Account Balances:**

Clients are recommended to maintain an account balance of at least \$1,500.00. Depending on the balance on account, clients will be charged varying rates for aircraft rental, subject to changes in the recommended minimum balance.

The Operator is under an obligation to provide refunds for any unexpended balance in the account, excluding amounts applied towards services, products, or fees. However, such refunds may be reduced by the amount of any applicable fees. In the event that funds are withdrawn from the account before the completion of the training for which the account was intended, an early termination fee may be imposed.

**Charges and Fees:**

The Operator may charge the Client for the following:

- **Aircraft Rental:** Billed at the current rental rate. Any rate changes will be communicated prior to reservation.
- **Instructor Fees:** Begin at the scheduled lesson time or lesson start, whichever comes first, and end at lesson completion.
- **Damages:** Any damages caused by the Client.
- **Legal Fees:** Any legal fees arising from the Client's actions.
- **Airport Fees:** Includes landing, ramp, or other applicable airport fees due to aircraft use.
- **Policy Violation Fees:** Charges for not following policies or compromising safety.
- **Early Termination:** Fee for ending training before completing certification.

**Fees:**

All fees and charges mentioned in this agreement are subject to change without prior notice. Our latest pricing and fees are posted on the Pilot Rise website here: <https://pilotrise.com/detailed-prices/>. Active clients will be informed of any changes to fees and prices before a scheduled flight or lesson.

**Electronic Payment Release:**

The Client acknowledges and understands that when using Zelle or any other electronic payment method, it is their sole responsibility to enter the correct recipient's handle or account. In the event that the Client erroneously sends a payment to an incorrect recipient, the Operator shall not be held responsible for any losses or damages, financial or otherwise, that the Client may incur as a result.

The Client, by accepting this agreement, releases and forever discharges the Operator, its agents, employees, or any parties acting on its behalf, from any and all actions, claims, suits, liability, or demands whatsoever that may arise as a result of sending electronic payments to incorrect recipients.

This release includes but is not limited to, any claims of negligence, breach of contract, or breach of any statutory or other duty of care.

# Aircraft Policies

## **Renter Insurance:**

All individuals acting as the Pilot in Command (PIC) in accordance with the Code of Federal Regulations (CFR) Title 14 must possess a renter insurance policy. This policy should meet the minimum requirement of \$35,000 for physical damage coverage, applicable to all aircraft used in the operations.

Only policies provided by Global or AIG are accepted by the Operator. Policies from other providers do not meet the compliance requirements in this provision. The Operator reserves the right to adjust the minimum coverage requirement at their discretion.

## **Aircraft Checkouts:**

Prior to acting as the Pilot in Command (PIC) for any aircraft managed by the Operator, the Client must undergo a checkout flight tailored to the specific aircraft type. Instrument privileges also require the completion of an instrument checkout. All checkouts are conducted in accordance with the Operator's established standards.

## **Approved Instructor:**

For the purpose of this agreement, an 'Approved Instructor' refers to a Certified Flight Instructor (CFI) who has received explicit approval from the Operator to provide flight or ground instruction within the Operator's aircraft and premises. Absent written authorization to the contrary, no CFI is permitted to act as a ground or flight instructor within or on any of the Operator's property, rented property, or managed aircraft.

## **Pilot Currency:**

The Operator reserves the right to require the Client to undergo a proficiency check before acting as Pilot in Command (PIC). The scope of the proficiency check will be determined by the Operator and may include takeoffs, landings, or other maneuvers under the supervision of an Approved Instructor. These checks are typically required when the Client has not flown the Operator's aircraft for an extended period or as otherwise deemed necessary by the Operator to maintain currency.

## **Photo ID:**

The Client shall be obligated to possess a valid USA Government-issued Photo ID that meets the requirements set forth in CFR 14 for the document type during the entirety of any flight conducted in the Operator's aircraft.

## **US Citizens:**

The Client hereby attests to their status as a United States Citizen and solemnly undertakes to furnish valid proof thereof, as mandated by 49 CFR Part 1552, prior to commencing any flight training. Any exceptional

cases deviating from the aforementioned requirement may be considered by the Operator solely upon receipt of written approval from its management.

**Pilot Documents:**

The Client, in their capacity as the Pilot in Command (PIC), shall ensure the possession of current and valid pilot and medical certificates, Flight Review endorsements, Instrument Proficiency Checks (if applicable), Photo ID, Proof of US Citizenship, and any other requisite documents as prescribed by 14 CFR to authorize their PIC role while availing aircraft rental services from the Operator. Moreover, The Client undertakes to promptly provide any updated or new documents to the Operator, thereby enabling the Operator to maintain an accurate and comprehensive record of said documents on file.

**Aircraft & Instructor Scheduling:**

The Operator reserves the right to determine and enforce scheduling procedures, including the conditions for direct scheduling access, to ensure compliance with all policies and requirements.

**Passenger Waiver & Rules:**

The Client, when acting as PIC, shall ensure that their passengers have duly completed the Operator's waiver, which is accessible at the following link: <https://sign.pilotrise.com/public/esign/?agreement=waiver>. It is the sole responsibility of The Client to oversee this requirement.

Additionally, The Client shall be held accountable for their passengers' conduct throughout the entirety of the flight. In the event that a passenger causes damage or engages in theft, The Client shall be held financially liable for reimbursing the Operator for the resulting damages.

**Paperwork:**

The Client must consent to this agreement prior to utilizing any of the Operator's aircraft. By doing so, The Client expressly permits the Operator to retain a copy of their unexpired Driver's License, a Credit Card, Pilot Certificate, Passport, Birth Certificate, Medical Certificate, and/or any other necessary paperwork on file. Furthermore, The Client authorizes the Operator to charge their Credit Card for any outstanding balances owed.

Moreover, the Operator retains the right to request and securely maintain any requisite documents essential for training purposes. It is hereby guaranteed that the Operator shall never engage in the sale or trade of any personal information pertaining to The Client with any third party without The Client's explicit consent.

**Regulations:**

The Client must adhere to all applicable FAA regulations and other relevant laws governing aircraft operation and use. Compliance with all aircraft procedures, manuals, and checklists is also required.

**Checklists:**

The Client must follow the quick checklist provided by the operator for each aircraft, unless the operating handbook conflicts, in which case, the operating handbook prevails.

**Key Return and Liability for Aircraft Items:**

The Client is obligated to promptly return all keys utilized for any flight upon completion of said flight. Failure to comply with this requirement will incur a fee.

Furthermore, The Client shall be held financially responsible for any loss, theft, or damage caused to aircraft, aircraft documents, materials, provided headsets, aircraft supplies, office supplies, or tools. This responsibility extends to instances of purposeful damage or negligence.

In such circumstances, The Client shall be liable for the full cost of replacing or repairing the affected items or equipment as per the prevailing market rates or repair expenses incurred by the Operator.

**Towing:**

Pursuant to the present agreement, no client shall undertake the removal or pushing of an aircraft into a hangar unaccompanied by a duly Approved Instructor, except upon successful completion of requisite training and explicit approval granted by the Operator.

**Securing:**

The Client shall be responsible for ensuring the secure condition of each aircraft before departing from it, encompassing instances of visits to other airports. Specifically, The Client must adhere to the following protocols:

- (a) chocking and/or tying down the aircraft to prevent unintended movement,
- (b) locking the flight controls to prevent inadvertent manipulation,
- (c) installing window shades, if available, to mitigate potential damage to interior components,
- (d) locking all doors to maintain the aircraft's integrity and safeguard against unauthorized access, and
- (e) retrieving and retaining the aircraft keys in their possession.

**Stolen Items:**

The Operator shall not assume liability for any items that are stolen, lost, or misplaced by the Client.

**Damages:**

The Client shall bear the responsibility of diligently inspecting the aircraft for damages prior to each flight and promptly notifying the Operator of any identified issues. Furthermore, the Client shall be held liable for any damages they directly cause to the aircraft. However, in circumstances where an Approved Instructor assumes the role of the Pilot-in-Command (PIC), the instructor shall only be deemed accountable for accidental damages if and only if such damages resulted from the instructor's direct fault, including instances where the instructor's conduct or instructional capabilities were found to be substandard, or where the instructor failed

to take reasonable action to prevent a situation from escalating, which could have otherwise been averted through proper instruction and supervision.

**Alcohol and Drugs:**

The Client and all occupants must comply with FAA regulations and abstain from flying under the influence of alcohol or drugs. This restriction is in force not only during regular flights but also during the repositioning of aircraft, operation of the Operator's equipment, and while seated in the aircraft. Additionally, the possession, consumption, or use of alcohol or drugs is strictly prohibited during these activities.

The Client must observe a minimum of 8 hours between consuming alcohol and engaging in any of the aforementioned activities, and their blood alcohol level must be below 0.01 prior to operating any aircraft.

The Client and all occupants must not possess any illegal drugs or substances, consistent with Texas law, Federal law, and the laws of any states that the Client's flight route traverses.

**For Hire Operations:**

The Client is expressly prohibited from engaging in any for-hire operations without obtaining prior written approval from the Operator.

**Weather:**

All clients must comply with the Operator's established weather minimums and are prohibited from flying into known icing or thunderstorms.

**Damaging Weather:**

The Pilot in Command (PIC) assumes full responsibility for evading damaging weather conditions during flight operations.

In the event of a forecast indicating detrimental weather, such as hail, the PIC shall take appropriate measures to safeguard the aircraft. Whenever feasible, the PIC should endeavor to either hangar the aircraft to shield it from harm or, when deemed safe and feasible, relocate the aircraft to an alternate airport where perilous weather conditions are not anticipated.

If there is a forecast for damaging weather after or during the Client's scheduled flight, and the Client fails to promptly notify the Operator or secure hangaring arrangements for the aircraft, the Client may be deemed liable for any resulting damages or losses incurred.

**Usage Limitations:**

Aircraft may not be used for the following purposes without the expressed written approval from the Operator:

- Aerobatic Flight
- Spins

- Anything not allowed by the operating limitations of the aircraft
- Illegal Activity
- To carry passengers or property for compensation or hire.
- Flight below 1000 feet AGL except for landing or when an Approved Instructor is onboard and acting PIC.
- In any race or speed contests
- Be flown by any person who is not approved by the Operator.
- Outside the limits of the Continental United States.
- In weather worse than the minimums provided by the Operator.
- For any flight for which the Client is not properly rated or certified.
- Further than 115 nautical miles from Hicks Airport (T67) without prior approval from the Operator.
- May not land on non-paved surfaces except in an emergency or with an Approved Instructor authorized by Pilot Rise, LLC for such landings.

**Preflight:**

If the Client assumes the role of the Pilot in Command (PIC), the Client shall be personally responsible for performing a preflight inspection of the aircraft in accordance with the manufacturer's prescribed procedures. Furthermore, the Client shall diligently adhere to the manufacturer's recommended pre-takeoff, cruise, and pre-landing checklists.

## Scheduling

**Cancellation Policy:**

Reservations canceled within 24 hours may incur a cancellation fee, typically waived for weather or maintenance issues. However, cancellations due to poor planning with adverse weather may still incur a fee, unless an Approved Instructor is on the reservation.

**No-Show Policy:**

In the event that the Client fails to attend a scheduled flight or lesson or neglects to provide at least one hour's advance notice of cancellation, they may be subject to a no-show fee.

**Canceling a Flight:**

If the Client needs to cancel a flight or lesson, they must contact their Approved Instructor or the Operator by phone and leave a voicemail. Other communication methods are acceptable only if the Operator acknowledges them before the scheduled time.

**Rights to Cancel or Deny:**

The Operator reserves the right to deny, cancel, reschedule, or overbook any lesson, flight, or reservation at any time and for any reason, without prior notice.

**Altering Schedules:**

If the Client alters a scheduled flight within 24 hours it may be considered a cancellation.

**Dispatch:**

Prior to departure, Clients must 'dispatch' their flight using our scheduling system. For instructional flights, this responsibility lies with the Approved Instructor. The Client must also record the Hobbs and Tach times at the start of the flight.

**Check-In:**

Before leaving the vicinity of the aircraft upon arrival, the Client must 'check-in' the aircraft via our scheduling system. Additionally, the Client must record the ending Hobbs and Tach times.

**Fuel Receipts:**

To be reimbursed for fuel expenses, the Client must promptly email or text a picture of their fuel receipts to the Operator after each flight. In the event that the Client is unable to obtain a receipt, reimbursement may be facilitated with a bank statement showing the cleared fuel charge. The reimbursement will be added as a balance to the Client's account on file.

## Buildings and Security

**Damages:**

Any act of damaging or stealing items from the buildings associated with the Operator may result in the imposition of a fee or prosecution, as deemed necessary.

**Locks:**

Clients are required to ensure the security of property, aircraft, buildings, and keys in strict accordance with the Operator's policies.

**Access Codes:**

Clients approved to act as the PIC for an aircraft shall receive an access code from the Operator to gain entry to the aircraft, key, and/or hangars. It is strictly prohibited for the Client to share their access code with any other individuals. The Operator retains the right to revoke access at any time and for any reason it deems fit.

## Transient Policies

**Maximum Distance:**

Each flight must remain within 115 nautical miles of Hicks Airport (T67), unless prior approval from the Operator is obtained. Flights seeking to exceed the 115 nautical mile limit for the purpose of fulfilling

certificate requirements are likely to be approved by the Operator. In such cases, a flight plan must be filed and opened.

**Mechanical:**

The Operator strives to diligently maintain our fleet of rental aircraft to ensure excellent mechanical condition. Nevertheless, occasional breakdowns may arise while away from our facility.

In the event of a mechanical malfunction or issue occurring away from our base:

- Promptly report the issue to the Operator and your instructor.
- Refrain from authorizing any repairs without prior approval from the Operator.

**Stranded Away from Home Base:**

In rare cases, clients may become stranded at an airport away from home due to issues like poor weather, mechanical problems, or airport closures. If this happens, the Operator assumes no responsibility for any incurred expenses, including lodging, transportation, or meals. Clients should remain with the aircraft until they establish contact with the Operator or an Approved Instructor for instructions.

The Client should plan contingencies when flying to an airport away from base, as the Operator is not available 24/7. In stranded situations, regular rental costs, fees, and any applicable damage charges will apply. The Client may also incur costs if the aircraft requires a mechanic or pilot return, especially if further than 75 nautical miles from the base. The Operator will make efforts to locate a nearby mechanic to reduce costs when possible.

The Operator reserves the right to waive any fees and will assist in stranded situations whenever feasible.

## Mooney N3535X

N3535X is independently managed and maintained by Zulu Aviation Corporation and is not part of the Pilot Rise aircraft fleet. Pilot Rise provides instructional services and training only; it does not own or operate N3535X. Therefore, provisions in this agreement specific to Pilot Rise aircraft do not apply to N3535X. Pilot Rise makes no representations or warranties regarding the condition or functionality of N3535X. By engaging Pilot Rise for training in the Mooney N3535X, you acknowledge that you are solely responsible for providing the aircraft.

## Additional Legal Information

**Private Information:** The Client agrees not to disclose any confidential, proprietary, or non-public information pertaining to the Operator, Pilot Rise, LLC—including but not limited to details about business operations, maintenance, procedures, etc.—to any third parties, including but not limited to the press, FAA, other regulatory bodies, or any other outside entities. Additionally, the Client is not authorized to speak on behalf of the Operator to these entities. Violations of these terms may result in the imposition of a fee as determined by the Operator, in addition to any other remedies available to the Operator under the law or this Agreement. Such actions are only permissible if required by law, court order, or explicitly granted through written approval from an authorized representative of Pilot Rise, LLC.

**Additional Policies:** Client to comply with all additional policies established by the Operator that may not be explicitly contained in this Agreement. Such policies may be presented via the Operator's website, emails, or subsequent Agreements.

**Acceptance:** By affixing signature hereto or by completing this Agreement electronically, Client acknowledges their acceptance of the entirety of this Agreement.

**Non-Transferability:** This Agreement shall not be transferred or assigned by either party without the prior written consent of the other.

**Governing Law:** This Agreement is entered into and shall be construed under the laws of the State of Texas.

**Non-Waiver:** The failure of either party to enforce any provision herein shall not constitute a waiver thereof, nor shall it preclude the enforcement of such provision in the future.

**Legal Costs:** In the event of legal action initiated by the Operator to enforce this Agreement, recover possession, or collect any sums due, the Client shall reimburse the Operator for reasonable attorney's fees and costs.

**Severability:** The invalidity of any part of this Agreement shall not affect the validity of the remaining provisions.

**Paragraph Headings:** The headings herein are for convenience only and do not influence the interpretation of this Agreement.

**Entire Agreement:** This Agreement represents the complete understanding between the parties. No promises, statements, or inducements outside this document shall have any force or effect. Pilot Rise, LLC retains the right to establish and enforce additional policies without notice, which the Client agrees to follow as a condition of service. Any amendments to this Agreement itself must be made in writing and signed by both parties.

**Pilot Rise Policies:** The Client must adhere to all Pilot Rise Policies governing aircraft operation. These policies are published on the Pilot Rise website and are subject to change at any time without notice. The Client is responsible for reviewing and complying with the most current policies and any updates. Changes will be communicated to the Client as feasible.