

APPLICATION FOR PERMISSION TO LAND AT VA18 - BUNDORAN AIRSTRIP

Pilot:
Address:
Phone Number:
Email Address
Pilot License information:
Aircraft information:
Arrival and Departure:

SEND TO: Fred W. Scott, Jr.
Fax number: 434-977-2552
Email: fscott@ballyshannon.com
Phone: 434-295-4188

Pilot wishes to use the VA18 Bundoran airstrip located on the Bundoran Farm subdivision in North Garden, Virginia (the Airstrip) to operate Pilot's aircraft. The Airstrip is managed by Mr. Fred Scott, Jr. ("Manager").

Pilot understands that the airstrip, and owned by NA Bundoran Farm LLC (NABF), is unimproved and not maintained or inspected for hazards. Pilot acknowledges that NABF does not guarantee the suitability of the field as an airstrip for use by aircraft of any size or type. Pilot acknowledges that the airstrip is curved in excess of fifteen degrees throughout its length, and that it slopes down from the northwest to the southeast end, making aircraft operations most hazardous in many conditions of wind direction and velocities. Pilot acknowledges that the airstrip is surrounded by mountainous terrain.

Pilot acknowledges that numerous wild, feral, and domestic animals both large and small graze and rest on and adjacent to the airstrip making a landing or departure unsafe. Because of the presence of these animals or the possibility that one may have dug a hole in the airstrip or otherwise created a hazard, Pilot agrees to inspect the condition of the field prior to each arrival and departure. NABF makes no warranties as to fitness for purpose or safety of the airstrip.

In consideration of granting permission to Pilot to use the Airstrip, Pilot agrees to assume all risks associated with the Pilot's use of the Airstrip and Pilot agrees to be personally responsible for Pilot's physical condition and knowledge and skill necessary to operate the Aircraft and utilize the Airstrip. Pilot agrees to hold harmless, release, defend, and indemnify, NA BUNDORAN FARM LLC, BUNDORAN FARM COMMUNITY ASSOCIATION INC., Fred Scott, Jr., all owners of homes and lots of Bundoran Farm, and each of their parent companies, affiliates, subsidiaries, agents, employees, representatives, assignees, officers, directors, members, medical providers and shareholders (each a "Released Party") for any and all liability and/or claims arising from injury or death to persons or damage to property arising from the Pilot's use of the Airstrip. Such indemnification includes claims based on any malfunction or absence of equipment, any Released Party's alleged or actual negligence or gross negligence, breach of any express or implied warranty, breach of contract, or breach of any statutory or other duty of care, or mistakes or errors in judgment of any kind. By signing this release, Pilot agrees that they are releasing any right to make a claim or file a lawsuit against any Released Party. Pilot agrees to defend and indemnify each Released Party for any and all claims, liabilities, damages, expenses (including without limitation, reasonable attorney's fees) of the Pilot and/or a third party arising from Pilot's use of the Airstrip.

Pilot agrees that any and all claims for injury and/or death arising from the Pilot's use of the Airstrip shall be governed by Virginia law and exclusive jurisdiction of any claim shall in the federal or state courts for the state of Virginia. In the event any provision of this document is found to be unenforceable, that finding shall not affect the enforceability of any other provision.

Pilot certifies that the aircraft is insured for any liability with a policy of at least \$1,000,000 and specifically covers operations on unimproved airfields. Pilot will produce a copy of the insurance policy upon request. Unless otherwise instructed, Pilot shall park the aircraft at the extreme northwest end of the airstrip and place a copy of this letter on the dash where it will be visible from the outside of the aircraft.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE AND ASSUMING CERTAIN RISK.

Pilot:
Date:

NA Bundoran Farm, LLC
By:
Date:

Fred W. Scott, Jr.
VA18-Bundoran Airport Manager
Date: