



## Rental and Services Agreement

This Rental and Services Agreement ("Agreement") shall govern the relationship between Thrust Flight, LLC and its affiliates, hereafter collectively referred to as "Company" or "Thrust Flight" on the one hand and [REDACTED], hereinafter referred to as "Renter", "Student", "me" or "I" on the other hand for all interactions between Company and Renter. This Agreement replaces any previous agreement of common subject matter and may be updated from time-to-time without notice as posted at <https://docs.thrustflight.com/rental-agreement.pdf>. Thrust Flight periodically publishes this document and its current Dispatch Policy, Safety Practices and Procedures Manual, and Thrust Flight Catalog which includes the Thrust Flight return and refund policies. These documents are available on the Thrust Flight web site at <https://docs.thrustflight.com/dispatch-policies.pdf>, <https://docs.thrustflight.com/spp.pdf>, and <https://docs.thrustflight.com/catalog.pdf> respectively. **RENTER AGREES TO REFER TO THESE DOCUMENTS AND ANY UPDATES THERETO NO LESS THAN ONCE PER MONTH OR WHEN NOTIFIED OF A CHANGE. THRUST FLIGHT MAY UPDATE THESE DOCUMENTS AT ANY TIME WITHOUT NOTICE. RENTER SHALL HAVE THIRTY (30) DAYS FROM A PUBLISHED CHANGE TO THIS AGREEMENT, THE DISPATCH POLICY, THE SAFETY PRACTICES AND PROCEDURES MANUAL, OR THE THRUST FLIGHT CATALOG IN WHICH TO REJECT SUCH CHANGES AND TERMINATE THIS AGREEMENT. AFTER THIS THIRTY DAY PERIOD ALL CHANGES ARE INCORPORATED HEREIN AND SHALL BECOME EFFECTIVE IN ALL RESPECTS AS IF SUCH CHANGES HAD BEEN INCLUDED WITHIN THE FOUR CORNERS OF THIS DOCUMENT.**

**Initial**

1. Aircraft rental and training services are nonrefundable when incurred and must be paid in advance or on a pay-as-you-go basis. No credit will be extended to Students or Renters. Payment shall be made upon receipt of services unless made in advance and held by the Company in the Student's pre-payment account. When such a pre-payment account exists, training and rental services will be charged against this account until the credit balance has been exhausted. Company may, in its sole discretion, elect to require a balance be held on account prior to dispatch of a rental or training event. **Refunds of amounts held on account may be subject to a drop and/or administrative and restocking fee as outlined in the refund policy described in the Thrust Flight Catalog.**

**Initial**

2. Rental rates are as posted or provided on request. Rental time is based on the Hobbs meter time rounded up to the next 1/10th hour.
3. Aircraft may be scheduled in person, over the telephone during business hours, or, if available, over the internet using a scheduling system provided by the Company. Under some training programs, the student's schedule will be set by a crew scheduling coordinator. In such cases, the student is expected to conform to that schedule in accordance with their enrollment agreement.
4. Renter will give at least 24 hours' notice when canceling or changing scheduled flights for any reason other than unsafe weather conditions or aircraft mechanical issues discovered during the preflight inspection. If Renter cancels a reservation within 24 hours of the flight for reasons other than weather or mechanical issues, the Company reserves the right to charge the Renter one (1) hour of flight time and one (1) hour of instructor time, if applicable, for a first or second offence. Renters who habitually cancel with less than 24 hours of notice or who fail to appear when scheduled may be charged up to the full scheduled rental and instruction time at the sole discretion of the Company. Renter agrees to schedule aircraft when his/her plans are definite and for the amount of time they intend to use the aircraft. Renter will be considered a no-show if renter is not onsite and has not requested dispatch of aircraft within fifteen minutes of the scheduled time. At that time the aircraft will be made available to other customers. Cancellations within 48 hours of a scheduled flight or training event shall be made by Personal Contact with a dispatcher, and if applicable, instructor. Personal Contact shall be defined as text messages, telephone calls, voice mails or emails with a receipt confirmation and acknowledgement.

5. No student may use the online system to schedule an instructor within 24 hours of a scheduled flight time unless the student personally coordinated and confirmed the appointment with the instructor. If such flight is scheduled and the instructor is not aware of the recent schedule change due to the student's lack of personal coordination, the student may still be charged a no-show fee for blocking use of the aircraft which would have been otherwise available to properly scheduled renters.
6. Spins, acrobatic maneuvers and formation flight in Company aircraft are not permitted at any time unless specifically authorized by a Chief Flight Instructor and performed in an aircraft approved for the proposed operation.
7. Renter agrees to use Company aircraft solely for the receipt of training from a Thrust Flight instructor, or for their personal business and pleasure purposes and is in no way authorized to act as an agent of the Company. **RENTER WILL NOT CONDUCT FLIGHTS FOR HIRE, FOR THE PURPOSE OF GIVING FLIGHT INSTRUCTION OR ANY OTHER COMMERCIAL PURPOSE.**
8. Renter shall hold certificates and ratings issued by Federal Aviation Administration of the United States of America ("FAA") as appropriate for the operation and type of aircraft to be utilized. Students and Renters must have current instructor endorsements for solo flight, solo cross country, class B airspace, flight review, complex, etc., appropriate to the flight operation. Further, the Renter must possess a current FAA issued medical or BasicMed certificate appropriate for the type of operation to be conducted, or a state issued Driver's License to operate as a Sport Pilot. Renter must have the appropriate pilot certificates, medical certificate (where required), photo identification, and logbook (if operating as a student or sport pilot) in their possession during flight or in the vicinity of the aircraft.
9. Renter will provide background information to the Company of: (i) Any aviation related incident or accident, major or minor, they have ever been involved in, whether or not a Company aircraft was involved; (ii) Any action taken by Federal, State or Local authorities against their certificates, and will update such information with the Company for any such events subsequent to execution of this Agreement.
10. Renter agrees to engage in flight checks and aircraft checkouts by an appropriate Company flight instructor for every aircraft make, model and configuration the Renter intends to rent from the Company. Such checks shall be billed to Renter at normal hourly rental and instruction rates. Renter, at Renter's expense, further agrees to the conduct of a flight check for any of these conditions/situations:
  - a. Renter has not flown in Company aircraft of same make, model and configuration in the preceding 90 days
  - b. IFR proficiency flights
  - c. Currency for night flight
  - d. **ANNUAL** flight review meeting the requirements of 14 CFR 61.56 within the preceding **TWELVE** calendar months. For removal of all doubt, this Agreement requires a flight review every TWELVE calendar months which may be different than the time period referenced in 14 CFR 61.56.
  - e. At any time when, in the opinion of a Thrust Flight instructor or staff member, the Renter has demonstrated a behavior or attitude which is contrary to prudent flight discipline, poses a potential safety hazard, or is not in accordance with Company policies and procedures.
11. Renter is expected to perform a thorough preflight inspection as specified in 14 CFR Part 91, Subpart B on any aircraft intended for flight. The Renter shall note any discrepancies with the aircraft and shall refuse operation of any aircraft that does not meet the requirements as set forth in 14 CFR Part 91, sections 91.7 and 91.9 and other sections as applicable. A Renter who begins a flight in an aircraft that is known, or after a thorough preflight inspection, should have been known to be in an unairworthy condition assumes any and all liability and responsibility for any damage or injury, including full indemnification of the Company against any claim, action, loss of use, or any other damages that may result from such action. If an aircraft is determined to be unsuitable for flight, Renter shall immediately notify dispatch of such condition and Renter will not be charged a cancellation fee for the rental.
12. By accepting an aircraft after completing the required preflight inspection, Renter is certifying that the aircraft is in an airworthy condition with no damage, flaws, or deficiencies (collectively "Defects") which have not been previously reported on the dispatch form or that would otherwise render the aircraft unairworthy. If the renter

identifies any such Defects during preflight inspection, the Renter shall immediately notify a Company representative and receive an updated dispatch form reflecting the identified Defects. **Failure to do so will render the Renter fully responsible for any Defects to the aircraft having occurred prior to the conclusion of the Renter's rental event, even if such Defects may have actually occurred prior to renter's inadequate preflight inspection.**

13. Renter will not be charged an aircraft rental fee if the aircraft is found not suitable for flight due to a maintenance issue prior to entering the runway for takeoff. **BY ENTERING A RUNWAY, THE RENTER ACCEPTS THE AIRCRAFT AND DEEMS IT AS AIRWORTHY AND SUITABLE FOR FLIGHT, AND AS SUCH WILL BE BILLED FOR THE RENTAL REGARDLESS OF WHETHER AN ACTUAL TAKEOFF OCCURS, EVEN IF A TAKEOFF IS ABORTED DUE TO A SAFETY CONCERN OVERLOOKED OR NOT DETECTED IN PRE-FLIGHT INSPECTION AND RUN-UP.** Any unbilled pre-flight operation under this section shall be limited to not more than thirty minutes or 0.5 hours on the Hobbs meter. Any excess over this allowance will be billable to the Renter.
14. Renter agrees to use all applicable aircraft checklists as available for each phase of operation including preflight inspection, pre-engine startup, engine startup, taxi, before takeoff, takeoff, cruise, approach to landing, landing, after landing, shutdown, and post-flight.
15. Renter will ensure that the aircraft is operated with: (i) Proper quantity and type of engine oil; (ii) Proper type and octane of fuel; and (iii) Adequate fuel is loaded for the intended flight, **including reserves of no less than 1 hour.**
16. Renter is responsible for the proper operation of all equipment installed in the aircraft including, but not limited to, communication and navigation radios, GPS, autopilot, safety equipment, etc.
17. Renter agrees to comply with the provisions of 14 CFR Part 91 Subpart B (specifically 91.103), and all other applicable sections, for all operations.
18. Renter will never interfere with the operation of the Hobbs meter or tachometer of an aircraft. This includes disconnection of wiring, pulling of fuses or circuit breakers or setting of flight controls into unsafe positions.
19. Renter agrees to adhere to the aircraft dispatch policies in use by the Company. **RENTERS ARE REQUIRED TO UTILIZE ATC FLIGHT FOLLOWING AND/OR FILE AND ACTIVATE AN FAA FLIGHT PLAN FOR ALL CROSS-COUNTRY FLIGHTS IN EXCESS OF 100 NM.** A copy of flight plans and navigational log should be attached to the aircraft dispatch form. Renter further agrees to adhere closely to weather and wind restrictions as set forth in the current Dispatch Policies.
20. For Renters undertaking instruction for proficiency or toward a certificate or rating, including advanced ratings ("Flight Students"):
  - a. **Flight Students must conduct a preflight briefing with their Instructor prior to EVERY solo flight.**
  - b. Flight Students will not operate aircraft when the wind, gusts or crosswind components exceed or are forecast to exceed the lower of maximum demonstrated velocities listed in the Pilots Operating Handbook, the limits presented in the current Dispatch Policies, or in any way contrary to limitations imposed by their instructor's endorsement(s) or advice.
  - c. Flight Students will not operate aircraft when current or forecast weather is lower than the minimums set forth in the current Dispatch Policies.
21. Renter agrees to ensure the aircraft is parked and secured with particular attention to the following:
  - a. Flight control/gust locks in place (or seat belt around the stick or yoke).
  - b. Seat belts secured inside the aircraft.
  - c. Doors, canopy and baggage compartment doors closed and latched.
  - d. Chocks in place.
  - e. Tie-downs secured.
  - f. Propeller covers, pitot tube covers, cabin covers/sunscreens installed (as available).
  - g. Trash removed from the interior and baggage compartments.

- h. All personal or loaned accessories, headsets, charts, etc. are removed from the aircraft.
- i. Proper Hobbs time increment is recorded on the dispatch sheet and/or aircraft flight log.
- j. ***Thorough cleaning of any condition caused by liquids or solids being dropped, spilled, leaked, dripped, excreted or vomited within the interior of the aircraft.***
- k. ***Master and magneto switches off.***

**Renter will be charged \$25.00 for failing to attend to any item a - i, and \$75.00 for failing to attend to items j and k. Renter agrees to always return the aircraft in a ready-to-fly condition when checked in at Company. Should it be determined a Renter is responsible for a battery discharging due to item k, and the battery is damaged such that it must be replaced, the Renter shall be responsible for the full cost of battery replacement, including installation labor.**

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22. **Renter is responsible for inspecting all aircraft tires prior to accepting the aircraft for a rental event. If the Renter discovers that tires have a bald spot or other defect, Renter must notify a Company representative immediately for tire replacement or, if not a safety issue, documentation of the condition on a revised dispatch form. Without such notification, Renter is accepting the tires as being in good and serviceable condition and shall be solely responsible for the full cost of tire replacement, including parts, materials, and labor, if the next preflight inspection of the aircraft reveals a previously unreported bald spot or other defect beyond normal wear and tear.**

**Initial**

23. Renter is fully responsible for landing, tie-down, hangar, ramp, departure or any other fees or taxes at airports other than the Company's based airports.
24. Renter agrees to return the aircraft at the agreed time and place. Renter will inform Company as soon as practicable if the aircraft is to be kept longer than originally planned.
25. Company aircraft may not be reserved or scheduled for overnight rentals without prior approval of a Chief Flight Instructor. If an overnight rental is approved, Renter agrees that the minimum fee for such rental shall be the posted hourly rental rate for the rented aircraft multiplied by the greater of the actual Hobbs hours incurred or four (4) hours per calendar day or portion thereof the aircraft is scheduled or unreturned by the Renter.
26. Renters are encouraged to always exercise conservative decisions when faced with possible delays due to weather or mechanical problems. Company is not responsible for incidental costs that may be incurred by the Renter, passengers, or any other persons in the event that the aircraft cannot be returned to the home airport as planned for any reason. This includes telephone calls, rental cars, transportation, hotel rooms, airline tickets, meals, loss of revenue, inconvenience, tie-down or hangar fees, ramp fees, etc. Further, the Company shall not be responsible for any airport or other charges incurred during such delays.
27. For reasons other than those resulting from bona fide mechanical conditions as determined by a certificated mechanic designated by the Company, Renter shall remain responsible for the aircraft and will pay all costs incurred to return the aircraft to Company at its home location. At its option, Company reserves the right to charge the Renter for "loss-of-use", i.e., estimated revenues that would have been earned from flights and instruction that were scheduled or were anticipated to be scheduled had the aircraft been returned as scheduled. The Renter shall also be responsible for the cost of any mechanics hired or dispatched to inspect an aircraft based on a Renter's aircraft grounding report when said aircraft is found to be in airworthy condition, plus any transportation costs associated with such inspection, and any costs to return of the aircraft to the Company's home airport.
28. If a bona fide mechanical situation not caused by Renter's improper operation occurs away from the Company's home airport rendering the aircraft unairworthy, the Company shall bear the cost of repairs. If repairs are performed by a non-Company mechanic, the costs of these repairs shall be solely borne by Renter unless approved by the Company in advance. Should such repairs take more than eight hours from the time the Company is first notified until the aircraft is approved for return to service, the company shall be responsible for any costs of returning the aircraft to the home airport if Renter is unavailable to do so. At no time shall the Company be responsible for transportation, feeding, lodging or convenience of Renter or passengers.

29. Company will reimburse Renter for aircraft fuel and engine oil purchased at airports other than the home airport at the lower of cost or the Company's prevailing rate paid for those items posted at the home airport. Renter must present original receipts which include the Renter's name, transaction date, location, item price and quantity detail, and applicable aircraft registration number, within 48 hours of return to the home airport in order to receive credit.

30. Some aircraft are dispatched with a Company credit card available for Renter to use when purchasing fuel at airports other than the Company's home airport. **USE OF THIS CREDIT CARD SHALL BE RESTRICTED TO AVIATION FUEL PURCHASES FOR THE AIRCRAFT WITH WHICH IT WAS DISPATCHED AND MAY NOT BE USED FOR ANY OTHER PURPOSE. RENTER IS FULLY RESPONSIBLE FOR ANY CHARGES INCURRED ON A COMPANY CREDIT CARD, PLUS AN ADMINISTRATIVE FEE, WHEN USED FOR ANY UNAPPROVED PURPOSE DURING THE RENTER'S POSSESSION OF THE RENTED AIRCRAFT AND/OR CREDIT CARD. FURTHER, RENTER SHALL BE RESPONSIBLE FOR ANY NON-FUEL FEES OR CHARGES (SUCH AS RAMP, TIE-DOWN, SERVICES FEES, ETC.), AND FOR ANY PRICE PAID IN EXCESS, PER GALLON, OVER THE MAXIMUM AUTHORIZED FUEL PRICE POSTED AT THE DISPATCH DESK.**

**RENTER MUST TURN IN ALL RECEIPTS FOR ANY TRANSACTION INVOLVING A COMPANY CREDIT CARD. FAILURE TO DELIVER A COMPANY CREDIT CARD RECEIPT TO DISPATCH IMMEDIATELY FOLLOWING A FLIGHT SHALL RENDER RENTER FULLY RESPONSIBLE FOR ALL CHARGES INCURRED DURING RENTER'S POSSESSION OF THE AIRCRAFT AND/OR CREDIT CARD REGARDLESS OF PURPOSE OR USE.** Such receipts shall include the aircraft registration number, date, time, location, gallons purchased, price per gallon and Renter's name.

**Initial**

31. Renter understands that he/she is prohibited from:

- a. Hand-propping to start an aircraft.
- b. Carrying pets or animals without written approval of Company.
- c. Smoking or allowing smoking, in or near an aircraft.
- d. Consuming food or beverages, other than water, in an aircraft.
- e. Operating an aircraft in violation of the terms of this Agreement.
- f. Starting, taxiing, or flying an aircraft while under the influence of alcohol, drugs or any prohibited or restricted substance.
- g. Operating in violation of: (i) provisions of the Federal Aviation Regulations (14 CFR); (ii) any Federal, State or Local law or ordinance; (iii) any Letter of Agreement executed by Company with any federal, state or local authorities, (iv) the Company's published Dispatch Policies or Safety Practices and Procedures Manual, (v) policies described in the Thrust Flight Catalog, or (vi) this Agreement.
- h. Operating beyond the limitations of the aircraft as described in the flight manual, placards, safety notices, or Company operating procedures.
- i. Operating the aircraft outside the continental United States of America without prior written approval of the Company and its insurance underwriters.
- j. Operating a VFR flight in less than VFR weather minimums appropriate to the airspace and lighting conditions as set forth in the Dispatch Policies.
- k. Operating at unlit airports during night operations.
- l. Operating at airports with unpaved runways and/or taxiways. Grass operations may be allowed at specific public use airports with prior Company approval.
- m. Operating at airports where runways of intended use have usable lengths of less than 2,500 feet unless Renter receives prior Company approval.

32. Renter agrees to operate the aircraft from the Pilot In Command (PIC) seat as the sole manipulator of the controls. Right seat PIC flying is only permitted for students enrolled in a Company CFI course or Company instructors. **Renters are not permitted to perform the duties of a certified flight instructor in Company aircraft unless employed and authorized by the Company.**

33. Renter will not tamper with nor attempt to repair any part of the aircraft (including equipment and accessories). Renter will contact Company for instructions on how to proceed in situations where any aircraft equipment or accessories malfunction.
34. In the event of an accident or incident involving Company aircraft, Renter will act according to the tenets of NTSB Part 830; particularly:
- Seeking to secure the scene of the incident and, as far as possible, preserve and prevent any further damage or injury to passengers, persons on the ground, property or aircraft.
  - Notifying and cooperating with the proper Federal, State, and local authorities.
  - Reporting the event to Company as soon as possible using any communications means available.
  - Seeking to gather names and addresses of any witnesses to the event.
  - Preparation and filing of forms required or requested by local, state or federal authorities, insurance underwriters or the Company.
  - Assisting and cooperating fully with the Company on any insurance or legal claims.
  - Refusing to discuss details of the incident with any persons other than Renter's medical providers, legal counsel and those described in this section until authorized to do so by the Company or the Company's legal counsel.
35. Renter acknowledges that the Company occasionally photographs or records Renters, Students and staff during aviation activities. Renter hereby consents to Company's use of these photographs, audio and/or video recordings, Renter's writings, likeness, name or testimonials (individually and collectively "Materials") where such Materials relate to the company or aviation in general for any purpose. All such Materials are forever the exclusive property of Company and Renter agrees unconditionally to the use and distribution of these materials in any manner without further compensation.
36. Renter certifies and warrants that Renter maintains valid and sufficient life, health, accident, and liability insurance to cover any death, bodily injury, property damage or any other liabilities which Renter may incur while participating in aviation activities and to cover any damages or injury caused to others as a result of such participation. Renter agrees that whenever renting aircraft under this Agreement, Renter shall maintain a renter's insurance policy in full force with a minimum of \$50,000 hull coverage, including coverage for Company's insurance deductibles and loss of use, and shall furnish the Company a Certificate of Insurance acceptable to the Company. The Renter shall be responsible for payment for any and all losses incurred by the Company or aircraft owners for any damages incurred while the Renter is renting the aircraft. If Renter lacks any such insurance, Renter certifies that Renter and Renter's estate are willing and capable of personally paying for any and all such expenses, losses, claims or liabilities.
- 37. Renter agrees to assume personal responsibility for any and all loss or damage to, or involving, Company aircraft caused in whole or in part by Renter's negligence, Renter's violation of Federal Aviation Regulations (Title 14 CFR), Renter's failing to follow procedures properly, any acts by Renter that are contrary to local, state or federal laws, ordinances or regulations, any acts or any failure to act on the part of Renter in regards to the proper inspection and operation of Company aircraft, or any acts by Renter that are contrary to this Agreement or to the established policies and procedures of the Company. These losses include, but are not limited to, loss of commercial use.**

**Initial**

- 38. Renter agrees to provide Company with proof of a valid, in-force Non-Owned (or renters') Insurance Policy which meets or exceeds the coverages detailed in the Company's published policies. Regardless of renters' insurance coverage, Renter is personally responsible for any and all damages incurred during rental or instruction flights, including loss of use and loss of value to the rented aircraft. This responsibility also includes any insurance deductible incurred by Company for damage sustained during rental, and any damage caused to tires, brakes and landing gear due to excessive braking or improper operation. Further, should the Company's insurance underwriter deny a claim or fail to fully cover a claim due to any action or inaction of Renter, Renter shall be solely and fully responsible for any and all losses to the Company and/or the aircraft owner.**

**Initial**

39. Renters utilizing the Company's flight instruction services agree that, except when explicitly stated in an Enrollment Agreement, services are provided and billed on an hourly basis, and that such services are fully earned when rendered. Renter further acknowledges that effective training requires diligent study and preparation by the student. A scheduled lesson for which a student is unprepared or has not completed prior assignments may be discontinued by an instructor. The student may be charged the full scheduled lesson rate for any discontinuances.
- Initial
40. If a student is dissatisfied with instruction or other services received for any reason, he/she should immediately discuss the matter with a Chief Flight Instructor or another member of management. Any such concerns must be brought to management attention within five days after completion of the lesson or incident at issue. A formal complaint process is also described in the Thrust Flight Catalog.
41. Renter acknowledges that each student will progress at different rates due to many factors including individual aptitude, home study habits, prior experience, frequency of training, weather, and many other personal, emotional, or environmental factors. Company estimates of the time or cost required to complete any course of study are based on broad general averages and may not be representative of Renter's individual experience.
- Initial
42. Charges and fees are due upon completion of each purchase, rental or training event and are non-refundable once incurred. These will be deducted first from any prepaid balance on Renter's account. Should Renter's account balance be insufficient to satisfy the amount due, the Company will charge the remaining balance to Renter's debit or credit card on file. Renter agrees to maintain a valid credit or debit card on file with the Company and hereby authorizes the Company to charge that card for any charges, fees or other amount owed by Renter to Company. Such authorization shall remain valid until cancelled in writing by the Renter. Such cancellation of this authorization shall take effect three business days after receipt by the Company and Company may process one or more charges for all outstanding amounts due from Renter during that three-day period. Renter shall remain liable for any amounts due after cancellation of this authorization. The Company may charge an administrative fee of five dollars (\$5.00) for each credit or debit charge declined by the card issuer, not to exceed a total of ten dollars (\$10.00) per day, on any invoice delinquent by more than ten (10) days. ANY VALID CHARGES INCURRED BY STUDENT UNDER THIS AGREEMENT FOR WHICH PAYMENT IS DISHONORED, REVERSED OR DISPUTED WILL BE CHARGED BACK TO THE STUDENT'S ACCOUNT, PLUS A THIRTY (\$30.00) DOLLAR ADMINISTRATIVE FEE. SUCH CHARGEBACKS BECOME IMMEDIATELY DUE AND PAYABLE.
- Initial
43. ANY AMOUNTS DUE FROM RENTER TO COMPANY WHICH BECOME DELINQUENT BY MORE THAN 30 DAYS, OR ANY DISHONORED PAYMENTS SUCH AS RETURNED CHECKS, DISPUTED CREDIT CARD CHARGES, ETC., SHALL BE CAUSE FOR IMMEDIATE SUSPENSION OF ANY TRAINING PROGRAM, AND MAY SUBJECT RENTER TO ADDITIONAL COLLECTIONS COSTS, ATTORNEY FEES, COURT COSTS AND ADMINISTRATIVE FEES IN ADDITION TO DELINQUENT AND/OR DISHONORED AMOUNTS DUE.
- Initial
44. RENTER INDEMNIFIES AND HOLDS HARMLESS COMPANY AGAINST ANY LOSS, DAMAGE OR EXPENSE, INCLUDING, WITHOUT LIMITATION, TAXES, PENALTIES, INTEREST, CLAIMS, ASSERTIONS, SUITS, JUDGMENTS, FEES, CHARGES AND REASONABLE ATTORNEY'S FEES, ASSERTED AGAINST OR SUFFERED BY COMPANY ARISING OUT OF OR RESULTING FROM (I) ANY BREACH OF THIS AGREEMENT BY RENTER, (II) DEFENSE OF ANY LAWSUIT BROUGHT BY RENTER OR RENTER'S HEIRS OR REPRESENTATIVES CONTRARY TO THE TERMS OF THIS AGREEMENT, (III) ANY LIABILITY, OBLIGATION, DEMAND, CLAIM, ACTION, OR JUDGMENT WHICH MAY ARISE BY REASON OF OR IN CONNECTION WITH RENTER'S OPERATION OF COMPANY AIRCRAFT OR PARTICIPATION IN AVIATION ACTIVITIES UNDER THIS AGREEMENT OR ANY OTHER INTERACTION WITH THE COMPANY.
- Initial
45. RENTER IS SEEKING TO PARTICIPATE IN AVIATION RELATED ACTIVITIES WHICH ARE DANGEROUS AND INVOLVE THE RISK OF PROPERTY DAMAGE, SERIOUS INJURY AND DEATH. RENTER ACKNOWLEDGES AND UNDERSTANDS THE INHERENT RISKS AND HAZARDS IN OR TO BE ANTICIPATED IN BEING A PILOT, STUDENT PILOT, PASSENGER OR OBSERVER IN SUCH ACTIVITIES. RENTER VOLUNTARILY CHOOSES TO PARTICIPATE WITH FULL KNOWLEDGE OF THESE RISKS AND HAZARDS AND AS INDICATED BY HIS/HER SIGNATURE BELOW, EXPRESSLY ASSUMES



**THESE RISKS.**

**Initial**

46. **IN CONSIDERATION OF THE RENTER BEING PERMITTED TO PARTICIPATE IN AVIATION ACTIVITIES AND TO USE COMPANY SERVICES, FACILITIES AND EQUIPMENT, I, FOR MYSELF AND MY PERSONAL REPRESENTATIVES, AFFILIATES, PARTNERS, ASSIGNS, HEIRS AND NEXT OF KIN (COLLECTIVELY "RELEASING PARTIES"), HEREBY AGREE TO RELEASE, INDEMNIFY, AND HOLD THRUST FLIGHT, LLC, ITS AFFILIATES, AND THEIR MEMBERS, MANAGERS, OFFICERS, AND EMPLOYEES ("RELEASED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, BUSINESS INTERRUPTIONS, DELAYS, LOSSES, CLAIMS AND JUDGMENTS OF ANY KIND WHATSOEVER, INCLUDING ALL COSTS, ATTORNEYS' FEES, AND EXPENSES INCIDENTAL THERETO, INCLUDING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CLAIMS, ARISING OR IN ANY MANNER OCCASIONED BY THE OPERATION OR USE OF THE AIRCRAFT RENTED UNDER THIS AGREEMENT DURING THE TIME IN WHICH RENTER POSSESSES THE AIRCRAFT, ARISING OUT OF OR BY REASON OF ANY BREACH, VIOLATION, OR NONPERFORMANCE BY RENTER OF ANY COVENANT OR CONDITION OF THIS RENTAL AGREEMENT, OR ARISING BY ANY ACT OR FAILURE TO ACT ON THE PART OF THE RENTER. RELEASED PARTIES SHALL NOT BE LIABLE FOR THEIR FAILURE TO PERFORM UNDER THIS RENTAL AGREEMENT, OR FOR ANY LOSS, INJURY, DAMAGE, OR DELAY OF ANY NATURE WHATSOEVER RESULTING THEREFROM, CAUSED BY ANY ACT OF GOD, FIRE, FLOOD, ACCIDENT, STRIKE, LABOR DISPUTE, RIOT, INSURRECTION, WAR OR ANY OTHER CAUSE BEYOND RELEASED PARTIES' REASONABLE CONTROL. THE PARTIES INTEND FOR THIS INDEMNITY TO APPLY TO THE CONSEQUENCES OF A RELEASED PARTY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE CLAIM. HOWEVER, RENTER NEED NOT INDEMNIFY AGAINST ANY CLAIM INCURRED BY A RELEASED PARTY THROUGH ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. I UNDERSTAND AND AGREE THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW, AND IF ANY PORTION IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.**

**Initial**

47. **A. IT IS MY INTENTION AND UNDERSTANDING THAT THIS AN INDEMNIFICATION AND WAIVER OF MY RIGHT TO SUE AND THAT THE SAME SHALL APPLY TO ALL HEIRS, AGENTS, REPRESENTATIVES AND OTHER RELEASING PARTIES.**

**Initial**

**B. RENTER HEREBY AGREES THAT UNDER NO CIRCUMSTANCES SHALL THRUST FLIGHT, LLC OR ANY OF ITS AFFILIATES BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, INJURY, DEATH, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE RENTING OF THE AIRCRAFT UNDER THIS RENTAL AGREEMENT.**

**Initial**

48. **LIMITATION OF LIABILITY: I AGREE FOR MYSELF, AND FOR MY PERSONAL REPRESENTATIVES, TO ACCEPT THE PROCEEDS OF INSURANCE MAINTAINED BY THRUST FLIGHT AS MY SOLE AND ONLY RECOURSE AGAINST THRUST FLIGHT AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FOR ANY CLAIM FOR LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, INJURY, DEATH OR PROPERTY DAMAGE).**
49. **Thrust Flight, LLC represents that it is a limited liability company organized under the laws of Delaware and that it has the authority to enter into this Agreement. THRUST FLIGHT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO ANY MATTER ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED TO THE RENTER. THRUST FLIGHT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE. RENTER ACKNOWLEDGES AND AGREES THAT THE ENTIRE RISK ARISING OUT RENTER'S USE OF PRODUCTS AND SERVICES PROVIDED HEREUNDER (INCLUDING USE OF ANY SOFTWARE OR INTERNET PLATFORM), AND ANY THIRD-PARTY SERVICES OR PRODUCTS, REMAINS SOLELY WITH THE RENTER TO THE MAXIMUM EXTENT PERMITTED BY LAW.**
50. **Renter expressly agrees that this Agreement, including any release, waiver, and indemnity sections herein, 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 shall be amended to the minimum extent necessary to bring it into conformity and enforceability. It is**



agreed that any invalidity shall not affect the balance of this Agreement which shall continue in full legal force and effect.

51. This Agreement shall be governed in all respects by the laws of the State of Texas, without regard for the conflict or choice-of-law principles thereof. Both parties submit to personal and subject matter jurisdiction and exclusive venue in Dallas County Texas and no other.
52. Except for actions related to delinquent or dishonored payments for services rendered, the parties to this Agreement hereby irrevocably waive all rights to a jury trial in any action, proceeding, or counterclaim brought by any party against any other party and agree instead that any and all disputes between Renter and Thrust Flight (including its past and present affiliates, employees, agents, officers, and lenders), other than those related to delinquent or dishonored payments for services rendered, shall be resolved by individual binding arbitration, conducted by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and applicable Supplementary Procedures for Consumer-Related Disputes ("AAA Rules") and in accordance with the terms of this Agreement. A copy of the AAA Rules may be obtained at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.
- a) Student is strongly encouraged to first attempt to resolve the Claim by using the General Student Complaint Procedure outlined in the Thrust Flight Catalog.
  - b) Neither party shall file or maintain any lawsuit in any court against the other, and any suit filed in violation of this section shall be dismissed by the court in favor of arbitration conducted pursuant to this Agreement. The parties agree that the moving party shall be entitled to an award of costs and fees of compelling arbitration.
  - c) The arbitration shall take place before a single, neutral arbitrator in Dallas County, Texas unless the parties agree otherwise.
  - d) The claiming party will be responsible for paying any AAA filing fee required at the time a claim is filed. The parties shall bear the expense of their own attorneys, experts and witnesses, unless the applicable law provides, and the arbitrator determines, otherwise.
  - e) The parties agree not to combine or consolidate any claims with those any other persons. Further, the parties agree that the arbitrator shall have no authority to join or consolidate claims by more than one person.
  - f) The Federal Arbitration Act, including all its substantive and procedural provisions, and related federal decisional law shall govern this Agreement to the fullest extent possible. All determinations as to the scope, enforceability, validity, and effect of this Agreement shall be made by the arbitrator, and not by a court.
  - g) The arbitrator shall have the power to award any remedy that directly benefits the parties to this Agreement (provided the remedy would be available from a court under Texas law) but not the power to award relief for the benefit of anyone not a party to this Agreement.
  - h) Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.
  - i) This arbitration clause shall survive the termination of Student's relationship with the School.

**I UNDERSTAND AND ACKNOWLEDGE THAT I AM WAIVING RIGHTS TO A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS PROVIDED IN THE AAA RULES), AND TO LITIGATE A DISPUTE OR CLAIM IN ANY COURT.**

**Initial**

53. Company reserves the right to cancel this Agreement at any time without prior notice to Renter.
54. This Agreement may be executed as a facsimile or electronic signature (such as Adobe Acrobat, DocuSign or another similar technology) and such shall be deemed an original signature for all purposes.
55. This Agreement, together with any Enrollment Agreement(s), Dispatch Policies, Thrust Flight Course Catalog (collectively the "Program Documents"), referenced and incorporated by reference, constitute the entire agreement between the parties related to the subject matter herein, and supersedes any prior agreements, proposals, understandings, or communications. Should any conflicts exist between the terms of the various Program Documents, they shall be decided according to the terms of the documents in this order:
- a) Enrollment Agreement
  - b) This Agreement
  - c) Thrust Flight Catalog
  - d) Dispatch Policies
  - e) Safety Practices and Procedures Manual

56. No provision of right, power, or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission, or acquiescence on the part of any party, its agents, officers, or employees, but only by an instrument in writing signed by an authorized representative of each party. No waiver by any party of any breach or default of any provision of this Agreement by the other party shall be effective as to any other breach or default.

***Do not sign this agreement unless you have read, understand, and agree to all of the terms and conditions herein.***

Having read and understood this entire agreement, having had ample opportunity to seek legal counsel, and having fully informed myself as to the matters therein, I warrant that I am of legal majority age or that my parent or legal guardian has executed the accompanying Parental Consent and Release, that I am of sound mind, and fully agree to all terms and conditions as set forth herein in exchange for being permitted to participate in aviation activities provided by the Company. I understand this is a legally binding contract.

**RENTER:**

_____	_____
Signature	Date
_____	
Printed Name	

**ACCEPTED BY COMPANY:**

By: _____	_____
Signature	Date
_____	
Printed Name	
_____	
Title	

## Parental Consent and Release

I, the undersigned, parent or legal guardian of [REDACTED], the Student named on the accompanying Rental and Services Agreement (the "Agreement"), affirm that I have been completely informed of all duties, responsibilities, risks, warranties and covenants set forth in that Agreement and the various other agreements that it incorporates by reference relating to my Student's enrollment with a Thrust Flight Program.

**IN EXCHANGE FOR STUDENT BEING PERMITTED TO PARTICIPATE IN AVIATION ACTIVITIES PROVIDED BY THRUST FLIGHT, I, ON BEHALF OF MYSELF AND STUDENT, FULLY AFFIRM THE TERMS OF THAT AGREEMENT, AGREE TO BE LEGALLY BOUND BY ITS CONTENTS, AND GUARANTEE STUDENT'S COMPLIANCE THEREWITH. I HEREBY COVENANT NOT TO SUE AND VOLUNTARILY RELEASE AND FOREVER DISCHARGE THRUST FLIGHT, LLC ("COMPANY"), ITS AFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH ARE CONNECTED WITH THE STUDENT'S PARTICIPATION IN AVIATION ACTIVITIES OR THE USE OF COMPANY EQUIPMENT AND FACILITIES.**

By signing this agreement, I confirm that I have read and fully informed myself of the contents of this Parental Consent and Release and the accompanying Rental and Services Agreement. I warrant that I possess all the rights, powers, and privileges of a parent or legal guardian necessary to execute this document with binding legal effect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name