



## **RELEASE OF LIABILITY / COMMITMENT TO BUY**

**THIS DOCUMENT MUST BE SIGNED, DATED AND RETURNED TO JOE SOUZA GYROPLANES BEFORE YOUR GYROPLANE OR PARTS CAN BE SHIPPED.**

1. Joe Souza Gyroplanes reserves the right to make changes at any time concerning design, specifications, configurations, performance and assumes NO liability to make any such changes retroactive.

### **2. ASSUMPTION OF RESPONSIBILITY BY BUYER**

The buyer assumes all responsibility for determining the fitness of the product for his/her/ their intended use, and the buyer assumes all responsibility for determining that the product, as delivered, mates properly with the rest of the aircraft with respect to details, such as, but not limited to, ground clearance, rudder clearance, prop clearance, teeter travel, disc loading, etc. The buyer agrees that any advice given by Joe Souza Gyroplanes is given only to assist the buyer in fulfilling his/her/their obligation to determine the fitness of the product.

### **3. ASSUMPTION OF RISK BY BUYER**

The buyer assumes all risk and liability resulting from the use of any and all products sold by Joe Souza Gyroplanes.

### **4. DISCLAIMER AND EXCLUSION OF IMPLIED OR EXPRESSED WARRANTY**

Joe Souza Gyroplanes supplies components that are used in the non-certified aviation industry and has no control over the installation of those components or the compatibility of those components with the rest of the aircraft. Joe Souza Gyroplanes makes NO warranty of merchantability of the aircraft components or warranty of fitness of the aircraft components for any purpose, expressed or implied, including but not limited to, airworthiness of all components, nor does Joe Souza Gyroplanes make any other express or implied warranty with respect to components sold except as stated above.

**PLEASE READ AND INITIAL THE FOLLOWING:**

\_\_\_\_\_ 1. Releaser hereby waives and releases any and all claims, rights and /or causes of action which he/she/ they now have or may have against Joe Souza Gyroplanes and/or Joe Souza, for any and all injuries, losses or damages which may occur to or be inflicted upon releaser or his/her/their property, which relate to, or which may in any way arise out of, (A) any attempt by releaser, whether successful or not, to ride, fly, or otherwise operate the heretofore mentioned aircraft, and (B) any instructions provided to him/her/them concerning such activity.

\_\_\_\_\_ 2. Releaser is over eighteen (18) years of age, and if married, has executed this document of behalf of himself/herself/themselves/his/her/their spouse, and the marital community in which they comprise.

\_\_\_\_\_ 3. The contents of this document shall be forever binding upon releaser, his/her/their dependents, heirs, assigns, personal representatives and estate.

\_\_\_\_\_ 4. This agreement, together with the purchase order for Joe Souza Gyroplanes kit, ready to fly gyroplane or aircraft parts includes all agreements, expressed or implied, either verbal or in writing and releaser, by signature hereon, acknowledges receipt of a copy of the same, and that releaser has read and has had the opportunity to review the referenced documents with legal counsel or has waived the opportunity.

\_\_\_\_\_ 5. Releaser acknowledges he/she/they have make a complete inspection of the Joe Souza Gyroplanes kit, ready to fly or parts and have found it safe and satisfactory.



## **WARNING**

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The construction and operation of this type of aircraft is demanding and extremely dangerous and could cause serious injury and possible death. Proper dual instruction for the buyer should be considered mandatory, and the lack of such proper instruction will most certainly result in an accident. The buyer assumes ALL risk, liability and responsibility for the construction, assembly and operation of any Joe Souza Gyroplanes kit's, ready to fly or parts. Joe Souza Gyroplanes shall not in any case be liable for consequential damages along with, admits NO liability by publication of this warning.

In the event that any Joe Souza Gyroplanes product purchased by the buyer is subsequently sold to a third party, the buyer identified below accepts the sole responsibility of obtaining a copy of this RELEASE OF LIABILITY signed by the third party, and agrees to forward that copy to Joe Souza Gyroplanes.

THE PURCHASER IDENTIFIED BY SIGNATURE BELOW, UNDERSTANDS THAT THE ABOVE MENTIONED PRODUCTS COULD CAUSE DEATH OR SERIOUS INJURY WHILE USING THEM. WHILE FULLY UNDERSTANDING THIS, HE/SHE/THEY ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL CONSEQUENCES ASSOCIATED WITH THEIR USE.

Signatures of purchaser (and spouse if applicable).