

Important Information about your Bi-plane Adventure

- You can upgrade or change your ride (longer or to include aerobatics or change to a flight for two) but we must know when you call to schedule your flight (not when you arrive for the flight).
- **Schedule your flight at least a week or two in advance for weekend appointments.**
- Arrive at the airport no later than 30 minutes prior to your flight time.
- We cannot do any aerobatics on non-aerobatic flights (certificate would say “aerobatic”).

What happens if the weather is bad on the day I want to fly?

If on the day and time you have your flight scheduled the weather is not suitable to fly (could be too cold, too wet, too cloudy, too windy, or just perfect, we will not waste your money), we will call you as soon as possible on the telephone numbers you have provided for us, (it could be the day before or more likely the day of) and reschedule your flight.

Taking your ride.

We fly year-round depending on the weather. In the month of January, we generally shut down for a few weeks for our major annual inspection. The common misconception is that in cooler temperatures you will be cold. The aircraft have some heat and you will be very comfortable (that's our job). Dress as if taking a ride in a convertible. Below 65 F, a jacket is sufficient. Below 50 F we may reschedule your flight. On your ride you will get a gentle, level ride, unless you specifically ask for a few thrills. “Lazy-eights” and “wifferdills” are great fun. Loops, rolls and other **aerobatic maneuvers are FAA prohibited unless prearranged and booked as an aerobatic flight.** You can tell US what you would like to do. Fly over your house or property, Lake Allatoona, downtown Atlanta, Kennesaw Mountain. Just tell us what you have in mind and if there's time, we'll take you there. How about flying the airplane? If the aircraft you have booked your ride in has dual controls YOU can “fly” if you desire. We can give you a mini-lesson and most folks can be flying the aircraft within a few minutes.

Scheduling.

Please schedule your ride as far in advance as possible by calling 770-364-8746 to allow for the best selection of times. Weekend reservations are often tightly booked, schedule at least a week or two in advance. If you wait until the last minute to see “what the weather will be”, you may be too late. On weekdays, we can usually handle your request on shorter notice. There are always a few times each year when we have an above average number of schedule requests; the months of June, and October thru December. They usually coincide with the expiration dates around Father's Day and the winter holidays. You may have to schedule your flight 2-3 weeks in advance. **Remember you can add time to your ride or change it to include aerobatics (loops, rolls, all the wild stuff) or change to a flight for two, but this MUST be done at the time you schedule.** Your pilot has the authority to cancel, change, or shorten a flight due to weather or other variables. If we cancel your flight due to inclement weather (at the sole discretion of Bi-Plane Adventures, Inc.) you may reschedule. **Cancellations:** There is no charge for flights canceled at least 48 hours in advance. **However, once booked, any flight canceled within 48 hours of the scheduled flight will be charged for the entire flight (this includes No Shows. No Exceptions!).** Our flights are tightly booked. If you arrive late (plan to arrive 30 minutes before your scheduled flight time), that amount of time may be deducted from your flight. **Gift Certificates can be refunded within 15 days from purchase date and have a 12-month expiration date. The value of any Gift Certificate is \$0.00 after the expiration date.** There will be a \$15 service fee for all refunds.

In-flight Photos.

We have an externally-mounted remote control camera that allows for awesome in-flight photos of YOU and a wide-angle background view, taken during your Bi-Plane Adventure. The photo package is very reasonable and a great way to capture your memories. You can also bring your own camera. Panoramic one-use cameras are perfect. Wide-angle lenses work best and the smaller camcorders are allowed, as well. Use of personal cameras is not allowed on aerobatic flights.

Directions to the Cobb County McCollum Airport.

You MUST arrive at the airport no later than 30 minutes prior to your flight time. Take I-75 or 575 to Chastain Road...head west on Chastain Road, which becomes McCollum Parkway. Follow about 2 miles, the airport is on your left. Take the second entrance “Entrance B”, Cessna Lane. Follow signs for Atlanta Jet Center, there is a walkway just to the left of the Elevation Restaurant walk through and make a left. We will meet you inside the lobby of Atlanta Jet Center. Please go to our web site and go to the direction page. You can print out an excellent map on where to go.

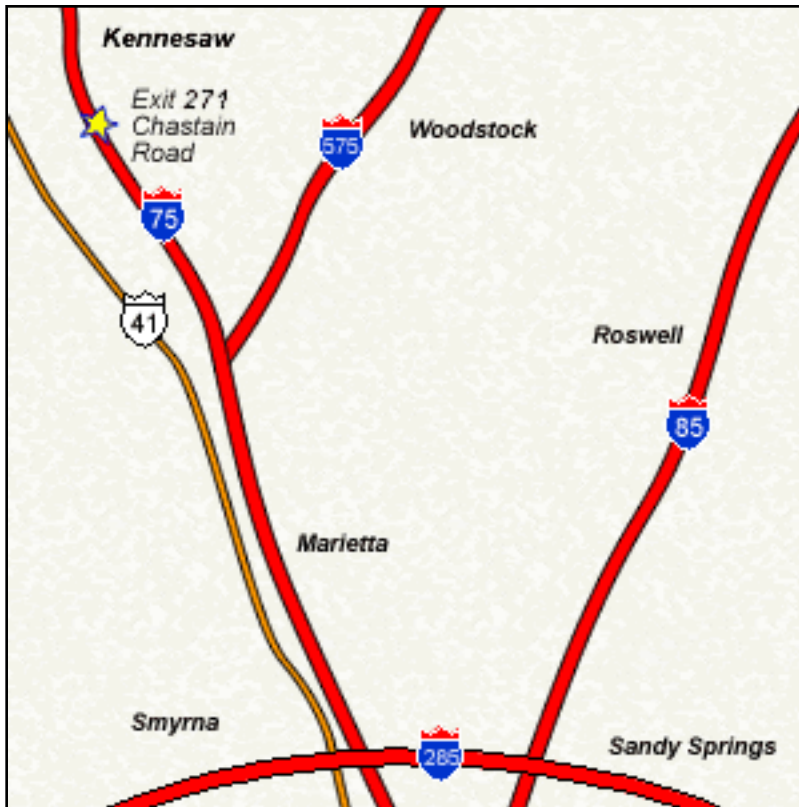
Will I have to sign a waiver to fly?

Yes, unfortunately, you will. All passengers must sign a Waiver of Liability. For passengers under 18 years of age, an adult or legal guardian must sign. Please download and print this form from our website prior to your flight. Just click on the “preflight information package” button on the home page. This will give you the chance to review and read this important document. Please bring this form with you to the airport.

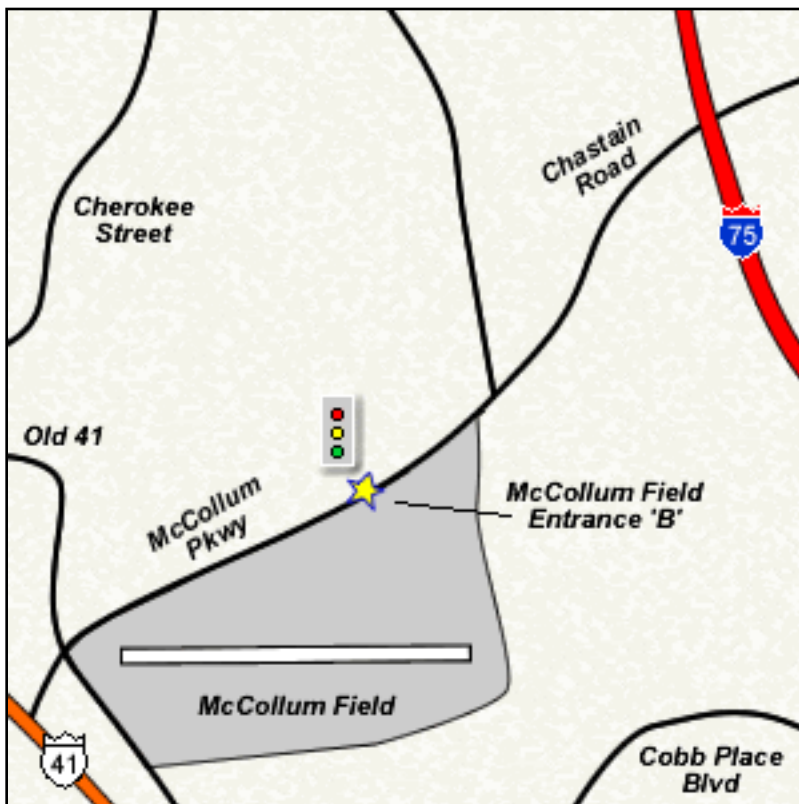
Visit our web site at www.biplaneride.com for more information and answers.

Directions & Maps

Please arrive no later than 30 minutes before your flight time. From Interstate 75, take the Chastain Road exit and head west.



Chastain Road turns into McCollum Parkway. Follow this road for 1.9 miles. When you get to the airport turn left at Entrance 'B', Cessna Lane (there's a stop light there).



A picture is worth a thousand words (Click on the map for a larger, printable version). Once you turn into "Entrance B", Follow the direction of the arrows in the picture below to Atlanta Jet Center. Park in any available spot except the last few spaces, which are for valet parking. Walk toward the front of the brick building and go through the walkway, located in-between the restaurant and the brick building.

Once you enter the main lobby, let the receptionist know you're here for a biplane ride.



PASSENGER ASSUMPTION OF RISK, WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT, COVENANT NOT TO SUE AND MEDICAL STATEMENT

This is an important legal document. Allow yourself sufficient time to carefully read and understand the entire document, because by signing it, you are agreeing to give up certain legal rights.

1. INITIALS: _____, _____ THIS IS A LEGAL DOCUMENT. My initials or signatures are my acknowledgment of the contents of the paragraph following my initials or signature, and by said initials or signature, I am indicating that I have read the subject following paragraph, and that subject to the further terms of this Passenger Assumption of Risk, Waiver, Release of Liability, Hold Harmless and Indemnification Agreement (hereinafter sometimes referred to as the "Release"), I fully understand and agree to be bound by its contents and further agree that my signature at the end of this document indicates my acceptance of all paragraphs within it without modification or limitation even if I do not initial each and every paragraph.

2. INITIALS: _____, _____ FAMILIARITY WITH THE ENGLISH LANGUAGE. I know how to read, write and understand the English language sufficiently to understand this document and to fully appreciate its nature and consequences and the consequences of my consent thereto.

3. INITIALS: _____, _____ VOLUNTARY PARTICIPATION. I desire to participate in flying and related activities (hereinafter referred to as "Activities") with Bi-Plane Adventures, Inc. (hereinafter referred to as, "BPA"). My participation is voluntary, of my own free will and not due to any inducement or duress.

4. INITIALS: _____, _____ ASSUMPTION OF RISK: I AM AWARE THAT SUCH FLYING AND RELATED ACTIVITIES MAY CONSTITUTE HAZARDOUS ACTIVITIES. I ACKNOWLEDGE THAT THIS IS A LEGAL DOCUMENT. BY SIGNING IT I AM WAIVING IMPORTANT LEGAL RIGHTS WHICH I MIGHT OTHERWISE BE ENTITLED TO UNDER THE LAW. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED. Such risks may include, but are not limited to: (i) injury or death due to collision with other aircraft or obstacles on the ground or in the air; an aircraft accident; immersion in water or hypothermia; falling while on the ground or while aboard aircraft; incidents involving aircraft or other hazards while waiting for, boarding, or exiting the aircraft; incidents involving aircraft or other hazards while walking or moving in the airport area; fire, flame, or smoke; temperature extremes or inclement weather; altitude; delay of prompt medical attention; mental stress or stress-related illness; and (ii) loss or damage to or destruction of personal property. I understand that the airplane cannot be guaranteed to function perfectly and may be subject to mechanical malfunctions as well as operator error. I understand that there is not now, nor will there ever be a perfect airplane or a perfect pilot. I have and do assume all of the aforementioned risks, including risks of equipment malfunction and/or failure to function, including those which may result from some defect in design, assembly and/or manufacture as well as those risks arising from improper and/or negligent operation and/or use of the equipment.

5. INITIALS: _____, _____ RELEASE AND WAIVER OF ALL CLAIMS. In consideration of, and as part payment for, the right to participate in Activities arranged for and/or performed by BPA, its employees, shareholders, agents, contractors, sub-contractors, directors, lessors, officers, affiliated or related entities or persons, (hereinafter collectively referred to as "BPA Parties"), I hereby agree that I, my personal representatives, assignees, heirs, distributees, executors, guardians, legal representatives, and next of kin (hereinafter referred to as "Passenger Parties") will not make claim against, sue, or attach property of:

(A) BPA or BPA Parties or their respective representatives, assignees, heirs, distributees, executors, guardians, legal representatives, and next of kin; or

(B) Owners, suppliers, maintainers and operators of the aircraft and its components, or their respective representatives, assignees, heirs, distributees, executors, guardians, legal representatives, and next of kin; or

(C) Owners, lessees and operators of any airport or property from and/or to which such Activities are conducted

(all persons identified in subparagraphs (A), (B) and (C) are hereinafter individually and collectively referred to as "Released Parties") for injury, death, damage, and any other liability of any nature resulting from negligence or other acts of such Released Parties. I hereby assume full responsibility for any risk of bodily injury, death or property damage arising out of Activities whether caused by the negligence of any Released Parties or otherwise, and I hereby release and hold harmless Released Parties from all actions, claims, or demands that I or Passenger Parties now have, or hereinafter may have, as a result of or in connection with participation in said Activities.

6. INITIALS: _____, _____ COVENANT NOT TO SUE. I and the Passenger Parties agree never to institute or assist in the prosecution of any claim, suit or action at law or otherwise against any of Released Parties by reason of injury to my person or property, or my death, arising from the Activities, regardless of cause. Should any suit or action at law or otherwise be instituted in violation of this Release against any of the Released Parties, I agree that such Released Parties shall be entitled to recover, in addition to any other damages which may be incurred, reasonable attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

7. INITIALS: _____, _____ INDEMNITY AGAINST CLAIMS. I will indemnify, defend, save and hold harmless the Released Parties from any and all losses, claims, actions or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any persons and/or organizations and which arise directly or indirectly from my participation in the Activities, whether resulting from the negligence and/or other fault, either active or passive, of any of the Released Parties, or from any other cause.

8. INITIALS: _____, _____ VALIDITY OF WAIVER. I understand that if I institute or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of the Released Parties because of injury to my person or property, or my death, due to the Activities, this Release can and will be used in court, and that such agreements have been upheld in courts in similar circumstances. I understand and agree that this document shall be broadly construed in favor of any and all of the released parties and against me and that any and all ambiguities shall be resolved in favor of any and all of the Released Parties.

9. INITIALS: _____, _____ WAIVER OF JURY TRIAL/APPLICABLE LAW/VENUE/HEADINGS. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia, and any lawsuit arising out of the terms of this agreement shall be filed in the Cobb County Superior Court. In the event of a dispute, the parties agree to forever waive their rights to trial by jury and agree to binding arbitration in accordance with the rules of American Arbitration Association and judgment upon the award may be entered in any Cobb County Superior Court having jurisdiction thereof. The prevailing party in any dispute or in any collection action shall be entitled to costs of arbitration, costs of court, and reasonable attorney's fees and disbursements.

10. INITIALS: _____, _____ FACSIMILE COPY. The Parties agree that a facsimile copy of this Agreement shall be treated as an original.

11. INITIALS: _____, _____ SEVERABILITY/MULTIPLE WAIVERS. I agree that should one or more provisions in this Release be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me.

12. INITIALS: _____, _____ REPRESENTATIONS AND WARRANTIES AS TO MEDICAL CONDITION. I represent and warrant that (a) I have no physical or mental defect or infirmity which will prevent me from participating in the Activities, (b) I will not use and have not used alcohol, controlled substances or other drugs (except for prescription drugs or over-the-counter medications) during or within 12 hours prior to commencement of the Activities and (c) any prescription drugs or over-the-counter medications consumed by me will not prevent me from participating in the Activities.

13. INITIALS: _____, _____ NO MODIFICATION OF AGREEMENT. This Release shall not be amended, modified or altered without the express written consent of all of the parties hereto.

14. INITIALS: _____, _____ KNOWING AND VOLUNTARY EXECUTION. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, A COVENANT NOT TO SUE AND A CONTRACT BETWEEN BI-PLANE ADVENTURES, INC AND VENDOR PARTIES AND MYSELF AND SIGN IT OF MY OWN FREE WILL AND HEREBY AGREE TO BE BOUND BY ALL OF ITS PROVISIONS. I CERTIFY THAT I AM OVER THE AGE OF 18 OR PARTICIPATING IN THIS ACTIVITY WITH THE FOLLOWING SIGNATURE OF MY PARENT OR LEGAL GUARDIAN.

15. INITIALS: _____, _____ SUPERSEDEDURE. I acknowledge and agree that this document shall supercede all, or any part of any other documents I may have signed or understandings, whether written or verbal, I may have had with Bi-Plane Adventures, Inc or Vendor Parties. I understand that should I desire a copy of this Release, I may request it at the time of signing.

Executed at Cobb County Airport, Kennesaw, Georgia on _____/_____/_____

RELEASOR:

RELEASOR (Parent / Legal Guardian if under 18):

PRINT Name

PRINT Name of Passenger AND Legal Guardian

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Email Address

Email Address

Signature

Signature of Passenger OR Legal Guardian