

# Blue Sky Aviation L.L.C.

## Application and Aircraft Rental Agreement

### BASIC INFORMATION

DATE: \_\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Current Employer \_\_\_\_\_ Occupation \_\_\_\_\_  
Home Phone (\_\_\_\_) \_\_\_\_\_ Mobile Phone (\_\_\_\_) \_\_\_\_\_  
Work Phone (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_  
Drivers License Number \_\_\_\_\_

### IN CASE OF EMERGENCY, NOTIFY:

Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Address \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_

**PERSONAL REFERENCE:** Name \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_

### BLUE SKY AVIATION RENTER RECOMMENDATION:

Name \_\_\_\_\_

### FLIGHT EXPERIENCE

Certificate Number \_\_\_\_\_ Date of Cert. \_\_\_\_\_  
Date of Last Medical \_\_\_\_\_ Class \_\_\_\_\_ Date of Last Flight \_\_\_\_\_  
Date of Last BFR \_\_\_\_\_ Date of Last Dual \_\_\_\_\_

**Total Hours:** \_\_\_\_\_

PIC \_\_\_\_\_ Instrument \_\_\_\_\_ High Performance \_\_\_\_\_ Complex \_\_\_\_\_ Tailwheel \_\_\_\_\_  
Night \_\_\_\_\_ Cross Country \_\_\_\_\_

### Ratings and endorsements:

Single Engine \_\_\_\_\_ Multi Engine \_\_\_\_\_ Instrument \_\_\_\_\_ Commercial \_\_\_\_\_ ATP \_\_\_\_\_  
High Performance \_\_\_\_\_ Retractable \_\_\_\_\_ Tailwheel \_\_\_\_\_ Other \_\_\_\_\_

### Aircraft Make and Model:

Restrictions (if any) \_\_\_\_\_

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Please describe your personal weather minimums:

Have you ever had an accident while acting as pilot-in-command?	_____ Yes	_____ No
Have you ever had your license suspended or revoked?	_____ Yes	_____ No
Have you ever been involved in a FAA violation?	_____ Yes	_____ No
Have you ever been convicted of drug or alcohol offense?	_____ Yes	_____ No

Please explain any YES answers to the above questions on the below.

To the best of my belief and knowledge, the above statements are true and correct. Furthermore, I have been provided a copy of the Blue Sky Aviation L.L.C. Flight School Policy Manual, which I acknowledge I have read and understand, and do hereby agree to abide with the rules, regulations, policies, and procedures located therein. I understand and acknowledge Blue Sky Aviation's insurance coverage is limited in scope, as identified below, and that I, as pilot in command of the aircraft I will be flying have certain responsibilities to ensure the safe operation of Blue Sky Aviation's aircraft. I represent that I am at least 18 years old and know how to read and understand the English language sufficiently to fully understand this Application and the terms of this Aircraft Rental Agreement, and to appreciate its nature and consequences. I acknowledge that operating an aircraft and riding in an aircraft involves certain risks and I am deciding to participate in the same with full knowledge of those risks.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

*If Applicant is under 18, the below listed parent or legal guardian acknowledges and agrees to the aforementioned terms and affixes his or her name to this Application and Aircraft Rental Agreement, providing the minor applicant permission to engage in the activities contemplated herein.*

Signature of Parent or Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

Name of Parent or Legal Guardian \_\_\_\_\_

Phone Number of Parent or Legal Guardian \_\_\_\_\_

Application Received by \_\_\_\_\_ Date Received \_\_\_\_\_

# Blue Sky Aviation L.L.C.

## INSURANCE DISCLOSURE

### Blue Sky Aviation L.L.C. carries the following insurance coverage:

Aircraft Hull:	\$150,000 Insured value
Deductible:	\$1,000 not in motion, \$10,000 in motion
Aircraft Liability:	\$1,000,000 Each Occurrence, \$100,000 Each Passenger
Medical Payments:	\$5,000 Each Person
Negligent Instruction Liability:	\$1,000,000 Each Occurrence, \$100,000 Each Passenger

**N734UT:** Cessna 172 **Seats:** 1 + 3 Aircraft Hull – Full Flight  
**N575SD:** Piper Archer LX Seats 1+3 Aircraft Hull – Full Flight  
**N3035G:** Tecnam P2006T 1+3 Aircraft Hull – Full Flight

### NAMED PILOTS:

Dustin R. Kurath

### OPEN PILOT WARRANTY & PILOT TRAINING REQUIREMENTS:

Open Pilot Warranty (This does not apply to Named Pilots)

Any pilot approved by named insured or their designee, provided that the pilot has valid medical and pilot's certificates and is properly rated and current under the applicable Federal Aviation Regulations for the operation involved.

### TERRITORY:

This policy applies only to bodily injury or property damage which occurs, and to physical damage losses to the aircraft which are sustained during the policy period, while the aircraft is within the United States of America, Canada or Mexico, or while being transported between ports thereof.

### ACKNOWLEDGEMENT:

By signing below, I acknowledge that I have received and understood the coverage carried by Blue Sky Aviation L.L.C. in accordance with MCL 259.85(11), and that I agree to maintain current aircraft non-owned insurance policy with a minimum of \$10,000 hull coverage liability when renting an aircraft without one of the above-named pilots onboard.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

*If Applicant is under 18, the below listed parent or legal guardian acknowledges and agrees to the aforementioned terms and affixes his or her name to this Application and Aircraft Rental Agreement, providing the minor applicant permission to engage in the activities contemplated herein.*

Signature of Parent or Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

Name of Parent or Legal Guardian \_\_\_\_\_

Phone Number of Parent or Legal Guardian \_\_\_\_\_

Application Received by \_\_\_\_\_ Date Received \_\_\_\_\_

Blue Sky Aviation L.L.C.

# Blue Sky Aviation L.L.C.

## Blue Sky Aviation Aircraft Rental Agreement

I acknowledge and agree that I am responsible for the safe and conscientious operation of Blue Sky Aviation, L.L.C.'s ("Blue Sky") aircraft ("Aircraft") until I return the Aircraft to and securely park the Aircraft at Blue Sky's facilities. In partial consideration for my use of the Aircraft, I hereby enter into this Aircraft Rental Agreement ("Agreement"), by and between myself and Blue Sky Aviation, L.L.C., and by affixing my signature to the bottom of the Agreement, I hereby acknowledge and agree to the following Blue Sky aircraft rental policies and conditions, which shall apply to each flight I participate in.

I hereby acknowledge and agree to the following:

1. To operate the Aircraft in accordance with all applicable FAA regulations and Blue Sky's Flight School Policy Manual, at all times, and to ensure that when acting as pilot in command of the Aircraft, to ensure the airworthiness of the Aircraft prior to any flight, which shall include completing a full walkaround and ground check of the Aircraft and its equipment and accessories.
2. To abide by and follow all approved checklists and/or procedures for all phases of flight in the Aircraft, and that the failure to use and follow an approved checklist or procedure is the full and complete negligence of myself and myself alone.
3. It is my responsibility to maintain a current FAA medical certificate, pilot certificate, and if applicable, to meet all currency requirements for the safe and legal operation of the Aircraft.
4. To provide and maintain at my own expense non owned aircraft renter's insurance with minimum limits as specified by Blue Sky, from time to time, and upon Blue Sky's request to evidence such renter's insurance via a Certificate of Insurance in form reasonably acceptable to Blue Sky.
5. Not to use the Aircraft for flight instruction for any individual, unless I am an authorized Blue Sky Instructor on a specified dual training flight.
6. To land only at FAA approved airports that are safe and suitable for operation, with hard surface runways. Under no circumstances shall I be permitted to operate the Aircraft on turf, sod, gravel, ice, and/or dirt runways, without prior written approval from Blue Sky.
7. Not to authorize or allow any other person to operate or handle the Aircraft.
8. To notify Blue Sky via telephone (920-784-9367) if I am unable to return the Aircraft at the agreed time and place, for any reason.
9. To pay any and all landing fees, tie down fees, and/or any other charges incurred by me while the Aircraft is in my possession.
10. I must request and receive approval from Blue Sky before putting an overnight flight on the schedule.
11. To pay a minimum charge of one (1) hour of flight time for each day that the Aircraft is in my possession unless prior approval is acquired from Blue Sky, at Blue Sky's then current hourly rental rate for the Aircraft. .
12. To report all accidents, major or minor, and incidents to Blue Sky at once, together with the names and addresses of witnesses and involved parties. In the event of an accident I will not permit the Aircraft to be moved unless expressly authorized by Blue Sky or local, state, or federal authorities and will do all that I can to protect the Aircraft and its equipment from further loss.
13. To accept the Hobbs Meter reading to the next highest tenth if it is showing, for purposes of calculating the amount of time I operated an Aircraft for purposes of billing and invoicing. If no Hobbs Meter is installed on the Aircraft, the tachometer will be used and the flight time will be computed at one and one-fourth (1.25) times the tachometer time. Should the starting time be recorded incorrectly, I must bring this to the attention of the flight desk at Blue Sky before commencing the flight.
14. I agree to pay for the hourly cost of renting the Aircraft from Blue Sky, at Blue Sky's then current hourly rental rate for the Aircraft. Such payment shall be due and payable within thirty (30) days of my flight, or in accordance with Blue Sky's then-current policies.
15. To pay the cost of recovering the Aircraft if abandoned away from Menominee Regional Airport (KMNM) including, but not limited to: all transportation expenses for one (1) pilot to the abandoned Aircraft, pilot time at the then-current standard solo rate for all time recorded on the Aircraft while away from KMNM, and all other costs directly related to the recovery of the Aircraft.
16. To obtain weather reports and forecasts, and all other relevant flight planning information prior to initiating any flight operations.
17. Should I need to purchase fuel for the Aircraft, I will have it credited to my account for the amount of my purchase or the current Blue Sky reimbursement rate, whichever is less, tax included. All purchases must be documented with an original receipt at the time the Aircraft is returned.
18. To see that the Aircraft is securely tied down and/or chocked in a proper area, as reasonably necessary, master and ignition switches off, controls secured, and doors locked when leaving the Aircraft.
19. To remain current in each Aircraft I fly in accordance with FAA regulations and to have a re-check with an authorized Blue Sky instructor, if I have not flown a Blue Sky aircraft a minimum of one (1) hour within the preceding 90 days.
20. To not do **touch and goes under any circumstances**, and only to perform **full stop, taxi back landings**.
21. To not fly in weather conditions outside of my personal minimums, as stated on my Renter Application.
22. If I intend to land at a private field, any grass, sod, gravel, ice, or dirt runway, or a field less than 3,000 feet in length, I will first obtain the Blue Sky's written permission to do so, and even then will complete such operations in accordance with any specific instructions and/or limitations provided by Blue Sky when providing such approval.

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23. To accept and abide by the then-current no show policy of Blue Sky. If I am unable to fly an Aircraft as scheduled, I agree I shall notify Blue Sky at (920-784-9367) a minimum of twelve (12) hours prior to any such scheduled flight time and also update the online schedule, as applicable.
24. To pay all sales and uses taxes in accordance with state laws.
25. Not to either perform or authorize any repairs or adjustments, nor make any purchases in relation to the Aircraft without prior written authorization from Blue Sky.
26. To accept liability for any damage done to the Aircraft while in my possession not covered by the current insurance policy, which shall include my responsibility to cover and pay any deductible pursuant to Blue Sky's policies. I agree to pay such deductible immediately upon receipt of an invoice from Blue Sky evidencing such deductible is due and payable pursuant to Blue Sky's insurance policies.
27. Not to smoke in the Aircraft. If found to be in violation of Blue Sky's non-smoking policy, I shall be responsible to pay for all necessary upholstery cleaning and/or other services necessary to return the Aircraft to the condition it was in prior to my receipt of the Aircraft, and I will also forfeit all privileges as a Blue Sky customer.
28. To provide all necessary personal identification as requested by the Blue Sky flight desk including, but not limited to a current driver's license, passport, and applicable visas.
29. To be subject to a background check and associated fees as required by the FAA.
30. To maintain Aircraft cleanliness by removing all trash from the flight deck, and returning the Aircraft to Blue Sky in the same condition as it was in when I received possession of the same, normal wear and tear excepted. Those found in violation of Blue Sky clean-up policy are subject to a \$50.00 clean up fee, for each necessary cleaning of the Aircraft.
31. I acknowledge and agree that the term of this Agreement shall commence on the date next to my signature below, and shall continue thereafter for a period of one (1) year, unless earlier terminated or automatically renewed in accordance with the Terms of this Agreement. If neither party has terminated this Agreement, this Agreement shall be automatically renewed for successive consecutive periods of twelve (12) months. Notwithstanding the foregoing, I or Blue Sky may terminate this Agreement by written notification due to a default or at any time for any reason (or no reason) with ten (10) days advance written notice of such termination.
32. To defend, protect, indemnify and hold harmless Blue Sky and its affiliates, directors, officers, representatives, agents, volunteers, members, attorneys, employees and successors (collectively, "Indemnified Persons") from and against any and all expenses, damages, claims, suits, losses, actions, judgements, liabilities and costs (including without limitation reasonable attorney's fees and costs) (collectively, "Claims") to the extent such Claims arise from (i) my negligent or other fault, or (ii) my failure to fully perform my obligations under this Agreement.

Signed \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_

Witness \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_

**Blue Sky Aviation L.L.C.**  
**Blue Sky Aviation Liability Release,**  
**Assumption of Risk, and Indemnification Agreement**

I, the individual signing this Liability Release, Assumption of Risk, and Indemnification Agreement (“Agreement”) wish to work with Blue Sky Aviation, L.L.C. (“Blue Sky”) to rent Blue Sky’s aircraft, receive flight instruction, and/or ride in an aircraft provided by Blue Sky Aviation that is either piloted by a certified flight instructor (“CFI”) or piloted by myself as pilot in command (collectively, the “Flight Experience”). In consideration for being provided the opportunity to participate in the Flight Experience, I hereby agree as follows:

I am aware of and understand the following:

1. Flying in aircraft, being around aircraft, and operating aircraft as the pilot in command, including the manipulation of flight controls, involves inherent risks that cannot be eliminated, regardless of the care taken to avoid injuries.
2. Serious injury or death can result from many causes, including without limitation those associated with aircraft crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by wildlife and other objects, my own physical limitations or distraction, inattention, negligence, inexperience, or loss of control, difficult search and rescue conditions, inadequate emergency response, weather or terrain conditions, contaminated or insufficient fuel, and/or hard or forced landings. Injuries could be minor such as scratches and sprains, major such as eye injuries, broken bones or concussions, or catastrophic such as paralysis, severe burns or death.

**Assumption of Risk, Agreement to Waive Liability and Not to Sue.** I (for myself, heirs, family members, issue, personal representatives, executors, administrators and assigns) hereby: (1) assume all risks and full responsibility for any injury or death arising from my participation in the Flight Experience; and (ii) irrevocably release and discharge: (a) Blue Sky Aviation, L.L.C., (b) Dustin R. Kurath (“Dustin”), (c) the officers, directors, members, employees, agents, contractors, affiliates and volunteers of Blue Sky, and (d) any CFI and/or other licensed pilot under contract with or employed by Blue Sky and any ground crew involved in the Flight Experience (collectively, the “Releasees”) from, and agree not to sue the Releasees or any of them for, any and all claims against the Releasees for any injury or death arising from my participation in the Flight Experience. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of Releasees, other than those resulting from the gross negligence or willful misconduct of such Releasee.

**Indemnification and Hold Harmless.** I agree to indemnify, defend and hold Releasees harmless from and against any and all claims, suits, proceedings, expenses, costs, damages, and liabilities, including attorney’s fees, incurred, brought or threatened as a result of or arising from my participation in the Flight Experience. This duty to indemnify, defend and hold the Releasees harmless applies even if any of the Releasees is negligent; however, indemnification of any Releasee is not required if such Releasee is grossly negligent or has engaged in willful misconduct.

**No Representations.** In entering into this Agreement and deciding to participate in the Flight Experience, I have not relied upon any representations or statements made by Blue Sky, Dustin, or any of the other Releasees which are not specifically set forth herein.

**Consent and Fitness.** I am at least 18 years old (or, 19 years old if a resident of Alabama or Nebraska, 21 years old if a resident of Mississippi) and know how to read and understand the English language sufficiently to fully understand this Agreement and to appreciate its nature and consequences. I acknowledge that operation of an aircraft and participation in the Flight Experience involves risks and I am deciding to participate in the Flight Experience with full knowledge of those risks. I represent and warrant that I am, and will be, sufficiently healthy and fit to operate an aircraft, and I do not have any physical, mental or emotional infirmity, chronic ailment or injury of any nature that would limit my ability to operate or would render my operation unsafe.

**Legal Advice.** I know that I can talk to my legal advisor about this Agreement and I have either done so or chosen not to. I understand that I have the right and have been given the opportunity to object to and bargain about the provisions of this Agreement.

**I am voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law.**

**IMPORTANT: BEFORE SIGNING, CAREFULLY READ THIS ENTIRE AGREEMENT.** If an accident or injury were to occur, by signing this Agreement, you would be giving up legal rights and providing an

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unconditional release of all liability to the greatest extent allowed by law. If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. If you do not understand anything in this Agreement, you should NOT sign it.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent or Guardian's Signature (If Applicable) \_\_\_\_\_ Date \_\_\_\_\_

*If Participant is under 18, the below listed parent or legal guardian acknowledges and agrees to the aforementioned terms and affixes his or her name to this Agreement, thereby, providing the minor participant permission to engage in the activities contemplated herein.*

Signature of Parent or Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

Name of Parent or Legal Guardian \_\_\_\_\_

Phone Number of Parent or Legal Guardian \_\_\_\_\_

Application Received by \_\_\_\_\_ Date Received \_\_\_\_\_