



100 Majors Road • GREENVILLE, TX • 75402

COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

I, _____ (Releasor), may voluntarily participate in various activities, including activities of the L-3 Communications Integrated Systems, L.P. (L-3), Greenville Facility, Employees Club, Inc. (Flying Club Section), herein after referred to as the Club, as a pilot, student pilot, flight instructor or passenger, and in consideration of the Club permitting me to participate in these activities. I for myself, for my heirs, executors, administrators, and assignees, hereby covenant and agree that I hereby release and will never institute, prosecute, or initiate the institution or prosecution of a demand, claim, or suit against the Club and/or L-3 and/or their agents, or employees, acting officially or otherwise, for any loss, damage, or injury to my person or property; which may occur from any cause whatsoever, including the negligent acts of these individuals as a result of my participation in the Club. I fully recognize that the Club is a non-profit corporation, organized under the laws of the State of Texas and is a completely separate entity from L-3, and has no legal connection whatsoever with L-3.

In any demand, claim, or suit, resulting from my participation in Club activities, I agree to indemnify the Club and/or L-3 for any and all damages, expenses, and costs they may incur as a result thereof.

I covenant and agree that I am assuming all risk of any personal injury or property damage to me that may result from my participating in Club activities, including such injuries or damage that may be caused by the negligent acts of officers or agents of the Club or officers, employees, or agents of L-3.

I understand and agree that I may be held liable for any damage or loss to the Club and/or L-3, which is the proximate result of my gross negligence, willful misconduct, or fraud.

Releasor expressly agrees that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that, if any portion of the agreement is held invalid, it is agreed that the remaining terms shall, notwithstanding, continue in full legal force and effect. This release is governed by the laws of the State of Texas, excluding its choice of law provisions. Releasor agrees that any and all claims arising from or in any way related to this release shall be brought in the United States District Court for the Northern District of Texas and Releasor expressly and irrevocably consents to personal jurisdiction and venue in the same.

SIGNED: _____

PRINTED NAME: _____

Subscribed and sworn to before me this ___ day of _____

State _____ County _____

Notary Public Signature