

# American Flight Schools

13000 E. Control Tower Rd, Unit K-16  
Englewood, CO 80112  
Tel: 303-799-6794



## Required Documents

### U.S. Citizen

- Driver's License
- Proof of US Citizenship
  - Valid, unexpired U.S. Passport
- OR**
- US Birth Certificate **and** Govt. issued Photo ID
- All Pilots Certificates (If Applicable)
- All Medical Certificates (If Applicable)
- Credit Card to be kept on file

### Non U.S. Citizen

- TSA Approval
- Government Issued Photo ID
- Photo for AFSP Database
- All Pilots Certificates (If Applicable)
- All Medical Certificates (If Applicable)
- Credit Card

## Application Fees (due at sign-up)

- \$45 – Monthly Membership Dues (Auto Charge).  Non-Member (No Dues. Deposit is required)
- \$150 – Annual Insurance Policy

## Renter Application - General Information

### Personal information

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact

Name \_\_\_\_\_ Tel no \_\_\_\_\_

### Pilot Information

Date of birth \_\_\_\_\_ Certificate no \_\_\_\_\_

Last Medical \_\_\_\_\_ Medical Class \_\_\_\_\_

Last Flight date \_\_\_\_\_ Last Flight Review \_\_\_\_\_

#### Certificates

- N/A
- Student
- Sport
- Private
- Commercial
- ATP

#### Ratings

- Instrument
- Multi
- CFI
- CFII
- MEI
- Other

#### Flying time

Total time \_\_\_\_\_

SEL \_\_\_\_\_

IFR \_\_\_\_\_

Tailwheel \_\_\_\_\_

SES \_\_\_\_\_

Instruction given \_\_\_\_\_

I warrant that the answers given are true and complete to the best of my knowledge and belief and that no material information has been withheld.

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



### **Aircraft Use Agreement**

THIS AGREEMENT by and between USER, and Aspen Flying Club, Bay Area Flying Club, Western Air Flight Academy, and Aurora Flight Training, herein after referred to as “THE CLUB” or “CLUB”, 13000 East Control Tower Road, Box K-16, Englewood, Colorado, 80112.

The USER is making an application to THE CLUB, and such application has been duly approved by THE CLUB. In consideration of the regular payment of dues and other charges billed to the USER and of the covenants, terms, and conditions of this agreement, it is mutually agreed that:

1. USER shall be entitled to engage in all of THE CLUB’s flying activities and to use the aircraft in accordance with the rules and regulations provided.
2. It is agreed by USER that he/she will indemnify, protect and hold harmless THE CLUB from all claims, demands, causes of actions, suits or costs whatsoever asserted by any person, firm or corporation arising from the operation of the aircraft by USER, specifically including, but not limited to, operation in violation of any United States Federal Aviation Regulations or THE CLUB’s Policies and Procedures.
3. USER further agrees to pay THE CLUB dues in a timely manner each month commencing on the date below, and after each flight to pay for aircraft rental, maintenance, fuel, lubricants and other costs, as included in the latest CLUB Schedule of Equipment Rates, which is subject to change by THE CLUB from time to time upon notice to USER.
4. If the USER fails to pay any money due under or in connection with the Rental of Aircraft within 14 days of the date by which the Renter was required to pay the money, the Club may, without prejudice to any other rights or remedies the Club may have or be entitled to, charge the Renter and the Renter must pay all additional costs as outlined below:
  - a. interest at 10% (compounded daily) on the total amount owing from the expiry of 14 days from the date on which the hirer was required to pay the money to the date of payment;
  - b. all costs incurred by the owner for the collection of the unpaid money by a debt collection agency or other external or legal agency; and
  - c. an administration fee of \$50.
5. This agreement shall be binding upon the heirs, legal representatives, and successors of the parties hereto.
6. USER acknowledges that he/she has received a complete copy, read and fully understands the Policies and Procedures for THE CLUB aircraft usage and agrees to abide by the same in all respects.
7. USER hereby agrees to adhere to the United States Federal Aviation Regulations and to the Policies and Procedures for THE CLUB aircraft usage as they may be amended from time to time. The Policies and Procedures for THE CLUB aircraft usage are incorporated herein by reference as is fully set forth therein.

IN WITNESS WHEREOF, the parties first above named set their signatures on the date(s) below written.

USER \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

In consideration of THE CLUB entering into the above and foregoing Aircraft Use Agreement with USER, I/we as the parent(s) or legal guardian(s) of USER hereby consent to and authorize USER to participate in CLUB flying activities and guarantee the performance of USER and agree to be jointly and severally personally liable for all financial obligations of USER pursuant to said Aircraft Use Agreement.

Parent/Legal Guardian: \_\_\_\_\_ Date \_\_\_\_\_



**WAIVER OF LIABILITY, ASSUMPTION OF RISK  
AND AGREEMENT TO HOLD HARMLESS**

I \_\_\_\_\_ (full name) (referred to herein as “I” or “me”) hereby agree to the following:

1. **RELEASED PARTIES.** I understand that this Waiver of Liability, Assumption of Risk, and Agreement to Hold Harmless (“Waiver”) is made in favor and for the benefit of (i) American Flight Schools and its associated clubs including but not limited to Aspen Flying Club, Bay Area Flying Club, Wester Air Flight Academy, and Aurora Flight Training, collectively referred to herein as the “Club,” (ii) the Club’s Affiliates, and (iii) the owner of the operated aircraft. The term “Affiliates” shall mean the Club’s or its affiliates’ respective owners, managers, representatives, employees, successors, heirs, agents, legal representatives, and assigns.
2. **ACTIVITIES.** I understand that I (or on behalf of my Ward) have voluntarily agreed to participate in Aircraft Rental/Flight Operations (as previously defined) provided by the Club or its Affiliates, including any related activities thereto (“Activities”). The Club, in consideration of the signing of this Waiver has agreed to allow me or my Ward to participate in the Activities.
3. **RISK.** I understand that participation in the Activities carries the risk and possibility of physical injury or death to me and/or damage to property owned by me relating to or arising from (“Risks”):
  - a. my, the Club’s, or the Club’s Affiliates operation of the aircraft I am on;
  - b. the operation of other aircraft at the airport for which I am not on, regardless of whether such aircraft is operated by the Club or not;
  - c. any ground support activities related to the operation of any aircraft at the airport;
  - d. weather related incidents;
  - e. unknown maintenance issues with any aircraft;
  - f. human factors outside the control of the club such as pilot error, air traffic control error, my or my Ward’s error, or ground crew error; or
  - g. any risk resulting from action or inaction by any person, including myself or my Ward.

I understand that the foregoing list of Risks may not be a complete list of every possible risk that I could face participating in the Activities.

4. **GUEST WARRANTIES.** I hereby represent and warrant to the Club the following (READ EACH STATEMENT CAREFULLY):
  - a. I am:
    - i. of at least eighteen (18) years of age or older, and I make this Agreement intending to bind myself and my spouse, heirs, affiliates, administrators, successors, and assigns; OR
    - ii. the legal guardian or parent of \_\_\_\_\_(full name) and hereby bind him/her and their spouse, heirs, affiliates, administrators, successors, and assigns (my “Ward”);
  - b. I HAVE READ THIS AGREEMENT, AND I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING IT AND THAT I HAVE THE RIGHT TO CONSULT AN ATTORNEY BEFORE SIGNING;
  - c. I certify that there are no physical or mental defects or medical conditions that prevent my or my Ward’s participation in the Activities;
  - d. I certify that I have accurately stated the my or my Ward’s weight for flight planning purposes and have presented a copy of a valid photo identification card \_\_\_\_\_ (initial);
  - e. I UNDERSTAND THE INHERENT RISKS ASSOCIATED WITH THE ACTIVITIES, INCLUDING THE RISKS SET FORTH ABOVE, AND **THE POSSIBILITY OF SERIOUS PHYSICAL HARM, INJURY BOTH PHYSICAL AND MENTAL, DISABILITY OR DEATH, AS WELL AS PROPERTY DAMAGE.**

**American Flight Schools**

13000 E. Control Tower Rd, Unit K-16  
Englewood, CO 80112  
Tel: 303-799-6794



- f. I VOLUNTARILY AGREE TO ASSUME, ON MY BEHALF OR MY WARD’S BEHALF, ANY DANGERS OR RISKS ASSOCIATED WITH SUCH ACTIVITIES AND ANY ECONOMIC LOSSES, AND PHYSICAL OR EMOTIONAL HARM, THAT CAN RESULT FROM PARTICIPATION IN THE ACTIVITIES;
  - g. I understand that aircraft accidents or ground accidents at the airport can arise from many causes including but not limited to those Risks listed above. I HEREBY VOLUNTARILY ASSUME, ON MY BEHALF OR MY WARD’S BEHALF, THE RISKS THAT THESE FACTORS PRESENT TO MY OR MY WARD’S SAFETY WHILE PARTICIPATING IN THE ACTIVITIES; and
  - h. I UNDERSTAND AND AGREE THAT THIS WAIVER IS LEGALLY BINDING AND WILL PRECLUDE ME OR MY ESTATE, OR MY WARD OR MY WARD’S ESTATE, FROM RECOVERING MONETARY DAMAGES FROM THE CLUB FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY ME IN CONNECTION WITH MY OR MY WARD’S PARTICIPATION IN THE ACTIVITIES.
5. **RELEASE, INDEMNIFY, HOLD HARMLESS, and COVENANT NOT TO SUE.** In consideration of being provided with permission to participate in the Activities, I, for myself and my spouse, heirs, affiliates, administrators, successors, and assigns (or I, for my Ward and my Ward’s heirs, affiliates, administrators, successors, and assigns) hereby agree as follows:
- a. I hereby voluntarily assume the risk of any and all injuries, damages, losses, or liabilities that I or my Ward may incur, including but not limited to serious bodily injury and/or death by participating in the Activities (“Damages”); AND
  - b. I, on my behalf or my Ward’s behalf, hereby **forever release, hold harmless, discharge and covenant not to sue the Club its Affiliates, and the operated aircraft’s owner, for or from any and all claims, demands, or causes of action for Damages that I or my Ward may incur during or arising out of my or my Ward’s participation in the Activities**, however caused, even if caused by the negligence of the Club or its Affiliates, to the fullest extent allowed by law; AND
  - c. I hereby agree to indemnify the Club, its Affiliates, and the operated aircraft’s owner, from any and all claims made or liabilities assessed against them as a result of my or my Ward’s participation in the Activities.
6. **SEVERABILITY.** This Waiver is intended to be as broad and inclusive as permitted by law and if any part of this Waiver is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Waiver shall continue in full force and effect.
7. **Miscellaneous.** This Waiver contains the entire integrated agreement between the parties hereto with respect to the matters covered herein, and supersedes and oral or other agreement. No amendments or modifications shall be binding upon either party unless set forth in writing and signed by all parties.
8. **Governing Law.** This Waiver is governed by and construed in accordance with the law of the State of Colorado, without regard to conflicts of law provisions. All disputes and matters whatsoever arising under or in connection with this Waiver shall be litigated before the Courts of Arapahoe County, Colorado.

**I HAVE READ AND UNDERSTOOD THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND AGREEMENT TO HOLD HARMLESS, AND HEREBY AGREE TO ITS TERMS.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Full Name**

\_\_\_\_\_  
**Email**

## American Flight Schools

13000 E. Control Tower Rd, Unit K-16

Englewood, CO 80112

Tel: 303-799-6794



### Agreements

I have read, understood & accept the Aircraft Use Agreement \_\_\_\_\_ initial

I have read understood & accept the Waiver of Liability & Hold Harmless Agreement \_\_\_\_\_ initial

I have read, understood & accept THE CLUB Policies & Procedures \_\_\_\_\_ initial