

# Carver's Cut Airstrip

## Access Request and Release of Liability Form

**The Carver's Cut Airstrip is private property.  
DO NOT TRESPASS, LAND, OR TAKE-OFF WITHOUT PRIOR PERMISSION  
This form does NOT constitute carte blanche access to land anytime -all guests  
MUST be accompanied by a Carver's Cut member.**

**WARNING! THIS IS A LEGALLY BINDING RELEASE OF LIABILITY AND SHOULD BE CAREFULLY CONSIDERED BEFORE APPLYING!**

THE ACCEPTING PERSON, OR REPRESENTATIVE OF AN ENTITY, MAKES THIS REQUEST FOR AUTHORIZATION TO ENTER, LAND, OR TAKE-OFF WITH FULL AUTHORITY.

By submitting this request of authorization to land you will state to have read this release of liability (the "Release") which intends that you, the requesting party, ("you" or "your") waive your rights to claims against the owner/lessee of the land, the airstrip 'Carver's Cut' and any buildings which may be on the land (the "Premises") which are owned by the lessee (the "Lessee"), and release the Owners/Lessee of all and every liability or responsibility to you and your passengers and your property, as determined herein.

By signing below, for all legal purposes, you state the following:

1. You state to have read this Release of Liability in its entirety and that at the time of its electronic filing you do not consider any provisions to be unclear or otherwise unfair, and that you have full authority and capacity to enter into the legal obligations deriving of your agreement to it.

2. You state that you warrant to the Owners/Lessee:

- i) Of having taking all reasonable measures to maintain your aircraft.
- ii) To get acquainted with the Airstrip and its surroundings and geographic marks.
- iii) To have and comply with all required licenses and clearances required for flying a private aircraft at the time of landing and take-off.
- iv) To make sure that the aircraft which lands is adequate for the mission of landing and take-off and has all insurances up to date which may affect the Premises or any persons thereon during the mission.
- v) To having, prior to flying in, verified the conditions of the airstrip and geographic areas surrounding it.

3. You agree to be bound and to be familiar or get acquainted with the provisions of the Recreational Use Statutes applicable and valid in the State of California and the California Civil Code, § [846](#) (the "Applicable Regulation"), and that you are fully aware that, pursuant to what is stated in the aforementioned law and section, the definition of recreational purposes includes among others, "private noncommercial aviation activities".

4. You also state that your purpose of entry and request to land/take-off is pursuant of Recreational Activities of you and of your passengers.

5. You understand that, in accordance of the determinations and provisions of the Applicable Regulation the Owners/Lessee shall not and will not have any duty to maintain the premises for entry or use by others for any recreational purpose and that also there is no legal obligation for the Owners/Lessee to issue you any warnings in relation to the conditions of the airstrip and the Owners'/Lessee's land in general, or those surrounding it, for which

you must take all reasonable precautions and evaluations for safe landing and take-off, which you will perform at your sole risk and liability.

6. You further waive your right to recover or redeem any kind of compensation, either through legal proceeding, claims, arbitration or otherwise, in relation with personal injury, damage of your property or for your death, or any costs deriving thereof, which arises out or deriving of your use, landing, stay and taking-off from the Premises. You furthermore extend this waiver to your estate, heirs, survivors, executors, or assigns.

7. You state that you will keep the Owners/Lessee indemnified and immune of any claims, legal proceedings, arbitration of otherwise of any passengers which accompany in an attempt to get compensation from the Owners/Lessee of damages incurred due to their personal injury or damage of their property, during the landing, stay and taking-off from the premises, including paying for any and all attorney fees and legal expenses incurred by Owners/Lessee as a result of such proceedings.

8. You hereby agree to RELEASE FROM ALL LIABILITY, DISCHARGE AND PROMISE NOT TO SUE the Owners/Lessee or any other person present on the Premises resulting of your landing, stay and taking-off from the Premises.

9. You state you will immediately notify Owners/Lessee of any damage created by your actions to the property and will be financially responsible to repair the damage to the property to the level prior to your actions.

10. You state to understand that the conditions of the airstrip and the area where the Premises are located may change abruptly and without notice, due to no fault of the Owners/Lessee.

11. FURTHERMORE, YOU ACKNOWLEDGE THE INHERENT RISK OF LANDING AND TAKING OFF ON A SHORT AND UNIMPROVED PRIVATE AIRSTRIP WHICH MAY NOT HAVE THE LEVELS OF SAFETY, MAINTENANCE, AND IMPROVEMENTS WHICH OTHER COMMERCIAL OR NON-COMMERCIAL AIRPORTS AND/OR AIRSTRIPS HAVE, AND THAT YOU WILLINGLY ABSORB SUCH RISK.

I UNDERSTAND AND AGREE WITH THE PROVISIONS STATED IN THIS RELEASE AND I FULLY AGREE TO BE BOUND TO IT, AND WISH TO CONTINUE TO REQUEST THE AUTHORIZATION TO LAND.

Email: _____	Home address: _____
Cell Phone #: _____	Valid pilot's license #: _____
Aircraft tail #: _____	Make/model of aircraft: _____
Emergency contact name: _____	Emergency contact phone #: _____

PRINT NAME: _____	SIGNED: _____	DATED: _____
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**APPLICANT DIRECTIONS:**

If not already submitting form through a specific Carver's Cut website event RSVP portal, then email completed form to Carver's Cut checkout pilot Matt McDonald at [s09.mmcdonald@gmail.com](mailto:s09.mmcdonald@gmail.com)