



# Release of Liability

## Maxwell Propulsion Systems, Inc.

Effective September 6, 2006

WHEREAS Maxwell Propulsion Systems, (MPS) Inc. (hereinafter Seller) is the developer and manufacturer of engines, engine support systems, transmission, propeller speed reduction units, drive line components and various other components used in experimental aircraft. These engines and components have NOT been approved by the United States Federal Aviation Administration (FAA) for certified aircraft use, and

WHEREAS \_\_\_\_\_ (hereinafter Customer) is the builder, operator, passenger or mechanic of amateur, homebuilt or experimental aircraft, and

WHEREAS it is understood that such aircraft are licensed to fly by the U.S. government in the experimental, amateur built, light sport aircraft or ultra-light category. The FAA considers each such aircraft as a *one of a kind* in design and construction, manufactured under the 51% home-built rule by the individual home builder. As such is must be expected to be unpredictable, hazardous and even potentially lethal. Therefore construction and/or operation of such aircraft may be unsafe without acquiring, studying and complying to the letter with all instructions, and

WHEREAS experimental aircraft are just that, *EXPERIMENTAL*, and are flying test vehicles for experimentation, evaluation, and education of complete systems and/or components, and

WHEREAS Customer is in the unique position to determine the adequacy of the MPS product for use in their aircraft, and

WHEREAS Customer relies solely on their own skill and judgment in the evaluation of the MPS product and services, and is solely responsible for the use of such products and services, and

WHEREAS Customer agrees to resolve any and all grievances and legal claims in Snohomish County Washington, in accordance with the laws of the state of Washington, USA and

WHEREAS Customer understands that the Seller has no liability insurance and

WHEREAS the Seller makes no warranties, either expressed or implied that MPS products can be used on FAA certified aircraft,

NOW THEREFORE, in consideration of the covenants and conditions stated, Customer agrees to hold MPS harmless and indemnifies the Seller as follows:

1. Customer agrees to assume the entire responsibility and liability for any and all damage or injury of any kind or nature, including death as to any and all persons, whether Customer's employees, agents, or otherwise, and as to all property, including Customer's own property, caused by, resulting from, arising out of, or occurring in connection with, the use by Customer or any other person of the Seller's products and services.
2. If any person shall make a claim for any damage or injury, including death, resulting from the use of MPS products and services, sold to the Customer, whether based upon Seller's alleged active or passive negligence, or based upon principles of product liability, or based upon any alleged breach of any statutory, contractual or common law duty or obligation seller may have, Customer shall indemnify and hold harmless the Seller, its agent(s), servant(s) and employees from and against any and all loss, expense, damage or injury as a result of such claim.

THIS AGREEMENT DATED: \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_ BETWEEN  
MAXWELL PROPULSION SYSTEMS, INC AND

\_\_\_\_\_  
CUSTOMER