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WAIVER FORM – RAVEN 2XS EXPERIMENTAL AIRCRAFT

LICENSE

For and in consideration of the sum of \$ 395.00, Raven Aircraft Corporation extends to you a non-exclusive, transferable license to use the Raven 2XS plan drawings (“Plans”) according to the terms and conditions herein. This license agreement permits the purchaser to build one (1) RAVEN 2XS AIRCRAFT which shall bear a serial number assigned in the ownership certificate allocated to the plans.

I AGREE TO THE FOLLOWING

- I will build one (1) aircraft only from the Plans, which shall be built in accordance with the design and specifications described in the Plans;
- I will not transfer, rent, or lease to another party or parties any part or parts of the Plans;
- I will not allow any other party or parties to use the Plans to build a second aircraft or part thereof.
- I understand that all drawings are copyright protected under Canadian law, proprietary to Raven Aircraft Corporation, and will not allow the drawings to be duplicated. Unauthorized copying of the Plans will result in automatic termination of this license. Unauthorized duplication of the Plans constitutes copyright infringement and in Canada, the Copyright Act creates criminal offences and imposes penalties which include, for indictable offences, fines of up to \$1 million and imprisonment for a maximum of five years.
- I will not remove any proprietary notices, labels, marks, or warnings from the Plans.
- I will not use or permit the use of the Plans in the design, construction or manufacture of any other type aircraft.
- I will not modify, reverse engineer, or create derivative works based upon the Plans or aircraft parts.
- I will not use the Plans outside of the country in which they were purchased.

TRANSFER OF LICENSE FOR UNCOMPLETED AIRCRAFT

The license is transferable and the Plans may be transferred from Party A to Party B provided:

- The aircraft is uncompleted.
- Party B signs and notarizes a new license agreement, along with a transfer of license fee.
- Party A transfers to Party B the complete Plans and retains no copies or parts thereof.
- Any part or parts of the uncompleted aircraft must be transferred from Party A to Party B or be destroyed.

TRANSFER OF LICENSE FOR COMPLETED AIRCRAFT

Upon completion of the aircraft the Plans will remain with the completed aircraft. In the event of the sale of the completed aircraft the Plans shall be considered an essential part of the completed aircraft and transferred with the aircraft. In addition, Raven Aircraft Corporation shall be notified of the new owner's name and address, for the sole purpose of information exchange.

WARRANTY

It is further agreed that Raven Aircraft Corporation make no warranty, expressed or implied, as to the quality or the safety of this aircraft. We do not warrant the Plans to be error free. A reasonable attempt will be made to inform the licensee of any drawing errors and provide any corrections required.

LIMITATION OF LIABILITY

HOME BUILT AIRCRAFT ARE LICENSED TO FLY BY THE U.S., CANADA, AND SOME OTHER GOVERNMENTS, IN AN EXPERIMENTAL, AMATEUR-BUILT CATEGORY. SUCH AIRCRAFT ARE LEGALLY TREATED BY THEIR RESPECTIVE AVIATION AUTHORITIES AS "ONE-OF A-KIND" IN DESIGN AND CONSTRUCTION, MANUFACTURED BY THE INDIVIDUAL HOMEBUILDER. FLYING THE AIRCRAFT MUST BE EXPECTED TO BE UNPREDICTABLE, HAZARDOUS, AND EVEN POTENTIALLY LETHAL. THEREFORE, CONSTRUCTION OR OPERATION OF SUCH EXPERIMENTAL AIRCRAFT MAY BE UNSAFE. IT IS REQUIRED THAT ALL PERSONS OPERATING THESE AIRCRAFT BE EXPERIENCED AND KNOWLEDGEABLE IN ALL DETAILS RELATED TO OPERATION AND FLIGHT OF SUCH AIRCRAFT.

IN RECOGNITION OF THE ABOVE, AND BECAUSE THEY CANNOT CONTROL OR ASSURE THE QUALITY AND ACCURACY OF COMPLIANCE WITH THEIR INSTRUCTIONS/PLANS DURING AND AFTER CONSTRUCTION OF SUCH AIRCRAFT, RAVEN AIRCRAFT CORPORATION, THEIR AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUCCESSORS, AND ASSIGNS, HEREBY GIVE NOTICE TO BUYERS AND/OR OPERATORS, AND THEIR HEIRS, ADMINISTRATORS, AND ASSIGNS, OF THIS AIRCRAFT, THAT THEY CARRY NO LIABILITY INSURANCE. THERE ARE ALSO NO WARRANTIES EXPRESSED OR IMPLIED, NOR GUARANTEE OF MERCHANTABILITY, NOR FITNESS FOR A PARTICULAR PURPOSE GIVEN REGARDING ITS CONSTRUCTION, ITS PLANS, ITS WORKMANSHIP, NOR SAFETY OF ITS DESIGN OR ANY OF ITS COMPONENTS BY THE SELLER, DESIGNER OF AIRCRAFT, OR CONTRACTORS.

I, THE PURCHASER HEREBY HOLD HARMLESS ROB HALAS, RAVEN AIRCRAFT CORPORATION AND ITS EMPLOYEES FROM ANY LIABILITY OR DAMAGES TO OR RESULTING FROM THE AIRCRAFT, OCCUPANTS, OR BYSTANDERS RELATED TO BUILDING OR OPERATION OF THIS AIRCRAFT. I AGREE THE SAID AIRCRAFT SHALL BE CONSTRUCTED, MAINTAINED, AND OPERATED ONLY IN STRICT COMPLIANCE OF APPROPRIATE LOCAL AVIATION ADMINISTRATION REGULATIONS GOVERNING THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF AIRCRAFT IN MY RESPECTIVE COUNTRY. ALL SUBSEQUENT BUYERS, HEIRS, SUCCESSORS, OR ASSIGNS ARE ALSO BOUND BY ALL TERMS OF THIS AGREEMENT. IN NO EVENT SHALL ROB HALAS, RAVEN AIRCRAFT CORPORATION, OR ITS EMPLOYEES BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THESE PLANS.

TERM

The license is effective until terminated. The purchaser may terminate it at any time by returning the Plans to Raven Aircraft Corporation. It will also terminate upon conditions set forth elsewhere in this agreement or if you fail to comply with any terms or conditions of this agreement. The purchaser agrees upon such termination to return the Plans to Raven Aircraft Corporation.

GENERAL

This agreement will be governed by the laws of the Province of British Columbia. This agreement is the entire agreement between Raven Aircraft Corporation and the purchaser and supersedes any other communications or advertising with respect to the Plans. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

If you have any questions, please contact us writing as our registered address.

I have read and I understand and I agree to comply with all terms and conditions set forth above. I further agree that said Plans will remain the property of Raven Aircraft Corporation.

PURCHASER	NOTARY/WITNESS
Name : _____	Name : _____
Address: _____ _____ _____	Address: _____ _____ _____
Country: _____	Country: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Date: _____	Date: _____
Signed:	

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS