

TENANT # _____

**DELTA HERITAGE AIR PARK
INDEMNITY AND RELEASE AGREEMENT**

OPERATOR: RECREATIONAL AIRCRAFT ASSOCIATION, CHAPTER 85
RR#3, 4101 – 104 Street, Delta, BC, V4K 3N3 (the “Operator”)

AIRCRAFT OWNER: _____
(the “Owner”)

MAILING ADDRESS: _____

HOME PHONE NO: _____ BUSINESS: _____

IN CONSIDERATION of the Operator entering into a Delta Heritage Air Park Contract for Aircraft Parking Space (the “Contract”) and the mutual conditions and covenants set out herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees with the Operator as follows:

1. **Indemnification of the Operator and the District.** The Owner covenants and agrees to indemnify and save harmless the Operator and the Metro Vancouver, their directors, officers, employees, agents, contractors and invitees, and all members of the Delta Heritage Air Park Management Committee and the Delta Heritage Air Park Flight Monitoring Committee (the “Indemnified Parties”) from and against any and all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature, including without limitation, legal costs on a solicitor and his own client basis, arising in any way out of or connected with:
 - (a) any breach, violation, or non-performance of any covenant, condition or agreement in the Contract set forth and contained on the part of the Owner to be fulfilled, kept, observed and performed;
 - (b) any damage to property occasioned by the use or occupation of the Delta Heritage Air Park by the Owner, including, without limitation, damage to the Owner's Aircraft;
 - (c) any injury to any person or persons, including death resulting at any time therefrom, occurring in or about the Delta Heritage Air Park or any part thereof or on the sidewalks or other public ways adjacent thereto during the term of the Contract, and arising from or occasioned by the Owner's use or occupation of the Delta Heritage Air Park.

2. **Release of the Operator and the District.** The Owner covenants and agrees to remise, release and forever discharge the Operator and the Metro Vancouver, their directors, officers, employees, agents, contractors and invitees, and all members of the Delta Heritage Air Park management Committee and the Delta Heritage Air Park Flight Monitoring Committee (the “Released Parties”) from and against any and all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature, including without limitation, legal costs on a solicitor and his own client basis, which the Owner may have in any manner arising in any way out of or connected with:

- (a) any breach, violation, or non-performance of any covenant, condition or agreement in this agreement set forth and contained on the part of the Owner to be fulfilled, kept, observed and performed;
- (b) any damage to property occasioned by the use or occupation of the Delta Heritage Air Park premises by the Owner, including, without limitation, damage to the Owner's Aircraft;
- (c) any injury to any person or persons, including death resulting at any time therefrom, occurring in or about the Delta Heritage Air Park premises or any part thereof or on the sidewalks or other public ways adjacent thereto during the term of the contract, and arising from or occasioned by the Owner's use or occupation of the Delta Heritage Air Park, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Indemnified Parties or any of them.

- 3. **No Claim or Proceeding.** The Owner further agrees not to make any claim or take up any proceeding against any person, corporation, partnership or legal entity which might result in a claim for contribution or indemnity or otherwise against the released parties in relation to the subject matter of the release under Section 2.
- 4. **Notice of Claim.** The Owner hereby agrees to give the Operator and the Metro Vancouver immediate notice in writing of any claims under sections 1 and 2.

DATED this _____ day of _____ 20_____

RECREATIONAL AIRCRAFT ASSOCIATION,
CHAPTER 85
by its authorized signatory:

OWNER

for DAPCOM
