



R O T O R P O W E R . N E T



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LiabilityAgreement.odt

RELEASE OF LIABILITY

In as much as Pursuit-Air-Crafters, LLC., doing business as Cimarron Mfg. and the Neil Unger Rotary Powered Flight Trust, has no opportunity to supervise the installation or maintenance of parts supplied by them, nor an opportunity to participate in the design or manufacture of any aircraft in which their parts are utilized, nor control over the individual flying the aircraft and the manner in which they do so, the purchaser (being an individual, family unit or group entity buying the product) by placing an order with Pursuit-Air-Crafters, LLC. dba Cimarron Mfg. and the Neil Unger Rotary Powered Flight Trust, agrees that all materials and parts purchased will be used solely at the purchaser's risk and that the purchaser will indemnify and hold Pursuit-Air-Crafters, LLC. dba Cimarron Mfg. and the Neil Unger Rotary Powered Flight Trust, its owners, heirs, assigns, employees and suppliers free and harmless from all loss, liability or damage resulting from claims brought by reason of alleged failure or defect of any part or parts or materials supplied by Pursuit-Air-Crafters, LLC. dba Cimarron Mfg. and the Neil Unger Rotary Powered Flight Trust or the aircraft it was used in.

- The building and flying of experimental aircraft involves significant risks, including property damage, serious injury or fatality. The original and all future purchasers of our products, acknowledges these risks and releases Pursuit-Air-Crafters, LLC. dba Cimarron Mfg. and the Neil Unger Rotary Powered Flight Trust and their heirs and assigns from all liability in connection with the use of information, products, Propeller Speed Reduction Units and/or any other hardware or information furnished by them.
- The original and all subsequent customers/purchasers also assumes full responsibility for determining the suitability for any application to which the said information and/or hardware may be put. Under no circumstances shall Pursuit-Air-Crafters, LLC. dba Cimarron Mfg. and the Neil Unger Rotary Powered Flight Trust be responsible for any direct, indirect, incidental, special or consequential damages, injury or death resulting from the use of its products, information, data or services.
- The RotorPower.net web site may contain links to other web sites, and we make no warranty regarding the accuracy, applicability and content of those web sites.
- RotorPower.net is maintained by Pursuit-Air-Crafters, LLC. dba Cimarron Mfg. and the Neil Unger Rotary Powered Flight Trust. It may contain data and information which is out of date, and/or contains errors, omissions or inaccuracies. Under no circumstances is Pursuit-Air-Crafters, LLC. dba Cimarron Mfg. and the Neil Unger Rotary Powered Flight Trust responsible for any loss of profits, damages, injuries or death which result from the use of the information and data on this web site.

The purchaser, by affixing their signature below, indicates that they understand and accept the above statements and the purchaser and their heirs, successors, and those that survive the purchaser will abide by the following statement:

"I, (please print name) _____ knowing full well the inherent risks involved in general aviation as well as the risks associated with experimental aircraft, take full responsibility for my selection and choice of parts used in the process of building my aircraft and I am the person solely responsible for determining the conformance to plans, applicability, suitability, and quality of the parts used in my aircraft. I do so to the best of my abilities and I am not taking it on faith in the abilities and judgment of Pursuit-Air-Crafters, LLC. dba Cimarron Mfg. and the Neil Unger Rotary Powered Flight Trust Furthermore I assume all risks for my actions with respect to building and flying this aircraft and require my heirs, successors and those that survive me to respect and honor this agreement."

Signed by Purchaser _____ date _____

Signed by Witness _____ date _____

Print Witness' Name _____

Purchaser's address _____ Phone _____
mailing address _____

Email _____

Aircraft/model _____ Plans or Serial# _____ N-number _____

this agreement will be construed with and governed by the laws of the state of Colorado
