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**FLYT Aviation, LLC**

Phone (770) 692-

 info@flytaviation.com [www.flytaviation.com](http://www.flytaviation.com/)

Application for Membership

# Membership Type: (Renter/Student or CFI):

(Select CFI only if you are wanting to instruct out of our aircraft. If you are a renter/student looking to fly or train on your own who also happens to be a CFI, select “Renter/Student”)

**Personal Information** (Any change of personal information REQUIRES notification to FLYT Aviation)

First Name: Last Name:

Street Address: Apt #: City: State: Zip:

Cell Phone: Email Address: (required for scheduling system)

Mailing Address: (if different from above)

Street Address: Apt. #:

City: State: Zip:

Date of Birth: Driver’s License: State Number Expiration

**Pilot Qualifications Section**

FAA Certificate #: Date of Last Medical: Student Pilot (Y/N):

Total Time:

 Total Time in Last 6 Months:

 Date of Last Flight Review:

Dual Given (If CFI): Dual Given in Last 6 Months (If CFI):

Licenses & Ratings: ☐ Private Pilot (ASEL). ☐ Instrument Rated. ☐ Multi-Engine Rated

* Multi-Engine Instrument ☐ Commercial (Single) ☐ Commercial (Multi) ☐ ATP ☐ CFI ☐ CFII ☐ MEI Type Ratings:

Type of Aircraft Flown & Hours in Each (You don’t need to put them all down):

Aircraft: Cessna 172 Hours: Aircraft: PA-28 Hours: Aircraft: PA-44 Hours: Aircraft: Hours: Aircraft: Hours: Aircraft: Hours:

## Emergency Contact Information

Name: Last First

Address: Apt:

City: State: Zip:

Phone: Home Work Cell

How did you hear about FLYT Aviation? ❏ Website ❏ Social Media ❏ Friend ❏ CFI/Member

(please let us know how):

**AGREEMENT TO CONDITIONS OF MEMBERSHIP**

I hereby agree to the terms and conditions of membership in FLYT Aviation LLC. (“FLYT”) as described in the Rules and Regulations of

FLYT Aviation, LLC., a copy of which has been made available to me on the FLYT Aviation website [(www.flytaviation.com)](http://www.flytaviation.com/), as such Rules and Regulations may be amended from time to time in the sole discretion of FLYT Aviation. I further understand and agree that:

1. I will be bound by and at all times will comply with the Rules and Regulations, which I understand I am encouraged to read prior to executing this application for membership. I am aware that the Rules and Regulations may be amended from time to time and it is my responsibility to familiarize myself with any such changes.
2. I have the sole responsibility as pilot-in-command to determine the airworthiness of each aircraft rented, operated and flown by me BEFORE commencing operation of such aircraft in accordance with the Federal Aviation Regulations (the “FARS”) and FLYT Aviation’s Rules and Regulations.
3. I will operate and manipulate the controls of FLYT Aviation aircraft, whether as pilot-in-command or otherwise, only when I meet all currency and other requirements established by the Federal Aviation Administration, as well as all currency and other requirements established by FLYT Aviation as included in the Rules and Regulations.
4. I will permit only qualified FLYT Aviation, LLC members to manipulate the controls of any FLYT Aviation aircraft that I rent or operate as a pilot- in-command.
5. I will report to FLYT Aviation any and all damage and/or malfunctioning equipment of any aircraft I rent. I understand that aircraft squawks are entered via FLYT Aviation’s scheduling system.
6. I understand that FLYT Aviation does not provide any refunds for services rendered and that money added to a FLYT Aviation member’s account is pre-payment for services and is non-refundable.
7. I will pay FLYT Aviation’s reasonable attorney's fees and costs if any portion of this agreement has to be enforced against me by legal action.
8. FLYT Aviation may charge any unpaid account balance to the credit card I have on file, including but not limited to, fees for flights, cancellation fees and penalties as listed in the rules and regulations, and costs which exceed the credit limit of my account.
9. FLYT Aviation does not provide flight instruction, does not employ flight instructors, and is not responsible for the conduct of any flight instructor or the content of any flight instruction which I might obtain; however, I will only seek instruction in FLYT Aviation aircraft from an instructor who is a member of FLYT Aviation and who has been approved by FLYT Aviation’s management team to instruct in FLYT Aviation Aircraft.
10. I will be solely liable for loss or damage to FLYT Aviation aircraft which I rent, and as such I hereby agree to hold FLYT Aviation LLC., its members, employees, owners, officers, agents, contractors, and affiliates (collectively the “Indemnified Parties”) harmless from, and will defend and fully indemnify the Indemnified Parties against, any and all liability which results, arises from, or is related to, whether directly or indirectly, my operation of a FLYT Aviation aircraft which I rent, including but not limited to personal injury, property damage, loss of use, diminution of value, and all other damages, including any insurance deductibles, except to the extent such loss is actually covered and paid by the scope and limits of the insurance policy obtained by FLYT Aviation. I understand that FLYT Aviation shall have sole, complete and absolute discretion to determine whether or not to submit a claim under any applicable insurance policy and that whether or not a claim is submitted shall in no way limit my obligations hereunder. I further affirm that I understand the terms of the insurance policy. I understand that this indemnity and defense obligation in favor of the Indemnified Parties shall apply even it is alleged or ultimately determined that one or more of the Indemnified Parties is wholly or partially at fault for the loss.
11. I understand that aviation, flying, operating and being a pas[senger in an aircraft, and being on an airport apron, r](http://www.flytaviation.com/)unway and/or in proximity to operating aircraft, have inherent risks associated with such [activities including risk of property damage, injury or](http://www.flytaviation.com/) death, and that no airplane can be guaranteed to function properly and may be subject to m[echanical malfunction, design flaws, and human error.](http://www.flytaviation.com/) With full appreciation for such risks I voluntarily and willingly assume all such risks on behal[f of my invitees and myself.](http://www.flytaviation.com/)
12. All notices under this Agreement will be sent by hand delivery, overnight delivery service or certified or registered mail, to the address of the applicable party provided above (or as otherwise notified in writing by such party). Notices will be deemed delivered upon receipt of signature.
13. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. The parties hereby consent to the sole and exclusive jurisdiction of the compet[ent state and federal courts sitting in the State of Georgi](http://www.flytaviation.com/)a, County of Fayette.
14. Any controversy or claim arising out of this Agreement or an[y alleged breach of this Agreement shall be resolved](http://www.flytaviation.com/) by means of binding arbitration before a single arbitrator in accordance with the then existing [Commercial Arbitration Rules of the American Arbitrat](http://www.flytaviation.com/)ion Association, including the Optional Rules for Emergency Measures of Protection. [The arbitrator shall be a practicing attorney or retir](http://www.flytaviation.com/)ed judge with at least fifteen years total working experience as such. The arbitration shal[l be held in Peachtree City, Georgia or any other place](http://www.flytaviation.com/) agreed upon at the time by the parties. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. An award of damages shall include pre-award interest at the rate of 5% percent from the time of the act or acts giving rise to the award. A party may apply to the arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator’s appointment or decision on the merits of the dispute. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, reasonable attorney’s fees and legal costs. The arbitrator shall issue a reasoned award. Judgment upon the arbitrator’s award may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator’s award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties’ respective attorneys, tax advisors and senior management and to family members of a party who is an individual.
15. If any term of this Agreement or the application thereof is found invalid, illegal or unenforceable, the remainder of this Agreement will remain in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect. Either party’s delay or failure to exercise any right or remedy upon any breach or default of the other party shall not impair that right or remedy or be construed to be a waiver of any breach or default. Any waiver by either party of any breach or default by the other party must be in writing and signed by the waiving party.
16. This Agreement sets forth the entire understanding of the parties with respect to its subject matter and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. Headings are for convenience only and are not to be used to interpret this Agreement.

I certify that the information submitted by me is true and correct under penalty of perjury and agree to the conditions of membership above. Furthermore, I shall notify Advantage of any changes pertinent to this application and my membership status, my FAA license status or any other matter that may affect my ability to operate aircraft safely, effectively and legally.

Printed Name: Date:

Signature: Date:

## Parental Consent

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward’s participation as a member of Advantage and aviation related activities associated therewith, and has agreed individually and on behalf of the child or ward, to the terms of the Conditions of Membership set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the Indemnified Parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Participant’s Name Age Signature of Parent or Guardian Date

# Required to Fly:

* Photo or Copy of State Issued Photo ID
* Photo or Copy of Pilot or Student Pilot Certificate
* Photo or Copy of TSA Endorsement (From Logbook is okay)
* Emergency Contact Information
* Copy of Valid FAA Medical Certificate
* Access to Flight Schedule Pro (Our online and app-based scheduling software)
* [Renter’s Insurance](https://www.starrlink.com/public/sano?dib=342&diu=2692&gb=http%3A%2F%2Fwww.air-pros.com%2F): Our recommended policy is $333.00 annually. We highly recommend a policy with at least $500,000 liability limits and $25,000 aircraft damage liability.

# Highly Recommended:

* [Join AOPA](https://www.aopa.org/account/flighttrainingjoinform)
* Aviation headset and flight bag
* Red Headlamp for night flying
* Logbook