



## Sport Performance Aviation, LLC

1528 Virgils Way  
Suite 8  
Green Cove Springs,  
FL 32043

904.626.7777  
Sales@FlywithSPA.com  
Support@FlywithSPA.com

### Sport Performance Aviation, LLC Products Rights Agreement and Release of Liability

This agreement made this \_\_\_\_\_ day of, 20\_\_\_\_\_, between **Sport Performance Aviation, LLC** (Seller) and \_\_\_\_\_(Buyer).

WHEREAS the Seller is the manufacturer of **Sport Performance Aviation, LLC** Aircraft Plan(s), Part(s), Component(s) and/or Kit(s) which are experimental devices and which are not approved by the FAA for aircraft use, and

WHEREAS it is the Buyer's intention to carry out flight test evaluations of Seller's **Sport Performance Aviation, LLC** Aircraft Plan(s), Part(s), Component(s) and/or Kit(s), and

WHEREAS Buyer understands and appreciates the experimental nature of **Sport Performance Aviation, LLC** Aircraft Plan(s), Part(s), Component(s) and/or Kit(s) and that Seller has no control over Buyer's application or use of said products, and

WHEREAS Buyer relies solely on his own skill and judgment in the evaluation of the **Sport Performance Aviation, LLC** Aircraft Plan(s), Part(s), Component(s) and/or Kit(s), and is solely responsible for their use, **Now, Therefore,**

In consideration of the covenants and conditions stated, Buyer agrees to hold Seller harmless and indemnify Seller as follows:

1. Buyer agrees to hold Seller harmless from, and Buyer hereby assumes the entire responsibility and liability for, any and all damage or injury of any kind or nature whatever, including death, as to all persons, whether Buyer's employees, agents, contractors or otherwise, and as to all property, including Buyer's own property, caused by, resulting from, arising out of, or occurring in connection with, the use by Buyer himself or any other person, of the **Sport Performance Aviation, LLC** Aircraft Plan(s), Part(s), Component(s) and/or Kit(s).
2. If any person shall make a claim for any damage or injury, including death, resulting from the use of the **Sport Performance Aviation, LLC** Aircraft Plan(s), Part(s), Component(s) and/or Kit(s) sold to the above buyer, 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, Buyer shall indemnify and save harmless Seller, its agents, contractors, servants and employees, from and against any and all loss, expense, damage or injury that Seller may sustain as a result of any such claim.
3. Buyer will not copy or duplicate any of the printed **Sport Performance Aviation, LLC** Aircraft Plan(s), Part(s), Component(s) and/or Kit(s) material without expressed written consent from **Sport Performance Aviation, LLC**.
4. Buyer will not receive any form of compensation for work related to information, parts, or products from **Sport Performance Aviation, LLC**. The sole exception being the resale of a single Aircraft Plan(s),

Part(s), Component(s) and/or Kit(s) produced from a single **Sport Performance Aviation, LLC** Aircraft Plan Set, Part(s), Component(s) and/or Kit(s) purchased from **Sport Performance Aviation, LLC**.

**Sport Performance Aviation, LLC** is committed to help individuals enhance their own experimental aviation experience. Making a profit or producing multiple parts from our information is in violation of this contract, and will not be tolerated. Anyone found to have breached the agreement will be prosecuted under the fullest extent of the law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Buyer Signature \_\_\_\_\_

Name and Address (please print)\_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail \_\_\_\_\_

**Please fill out, initial and sign. Email to [support@FlywithSPA.com](mailto:support@FlywithSPA.com) or fax back to 904-529-1482.**