

Products Rights Agreement and Release of Liability

This agreement made this _____ day of _____, 20____, between Sport Performance Aviation LLC and JSWeseman (Sellers) and _____ (Buyer).

WHEREAS the Sellers are the manufacturer of a Corvair 5th Bearing and Parts 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 Corvair 5th Bearing, Parts and Components, and

WHEREAS Buyer understands and appreciates the experimental nature of the Corvair 5th Bearing and Parts 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 Corvair 5th Bearing and Parts, 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 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 Corvair 5th Bearing and/or Parts.
2. If any person shall make a claim for any damage or injury, including death, resulting from the use of the Corvair 5th Bearing and/or Parts 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, 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 Corvair 5th Bearing material without expressed written consent from Daniel Weseman and James S. Weseman.
4. Buyer will not receive any form of compensation for work related to information, parts, or products. The sole exception being the resale of a single Corvair Engine w/ the Corvair 5th Bearing produced from a single Corvair 5th Bearing purchased from Sport Performance Aviation LLC and JSWeseman.

Sport Performance Aviation LLC and JSWeseman are committed to help individuals modify and enhance their own Corvair Engines. 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. Please sign and fax back to 904-529-1482.

Dated this _____ day of _____, 20_____.

Buyer Signature _____

Name and Address (please print) _____

Phone Number _____

E-mail _____

