

Transition Flight Training Agreement

Flight Check Solutions, LLC

This Transition Flight Training Agreement (“Agreement”) is entered into by and between Flight Check Solutions, LLC (“FCS”), a Texas limited liability company, and the undersigned Pilot Trainee and Spouse of Pilot Trainee (collectively referred to as “Participants”).

1. Scope of Training

FCS, through its instructors (who may be employees, contractors, and/or owners), provides transition training exclusively for pilots who are properly rated, endorsed, and current under FAA regulations.

To be eligible for training, the Pilot Trainee must:

- Hold a valid tailwheel endorsement prior to the start of training.
- Meet all FAA requirements for acting as Pilot in Command (PIC) in the aircraft used.

Training will be conducted in Van’s Aircraft RV-series experimental amateur-built aircraft, which may vary in configuration and performance. These aircraft are not certified by the FAA and are considered higher-risk due to their classification and design.

2. Acknowledgment of Risk

Both the Pilot Trainee and Spouse of Pilot Trainee acknowledge and understand that flight training in experimental amateur-built aircraft carries inherent risks, which include but are not limited to:

- Mechanical failure or design limitations
- Human error (including instructor or trainee mistakes)
- Loss of control, midair collision, or terrain impact
- Injury, disability, or death

By signing this Agreement:

- The Pilot Trainee voluntarily assumes all risks associated with flight training activities.
- The Spouse acknowledges these risks and waives any right to bring claims against FCS, its instructors, owners, employees, affiliates, and aircraft owners/operators.

3. Right to Discontinue Training

FCS and its instructors reserve the absolute and sole discretion to discontinue or delay training at any time for any reason, including but not limited to:

- Safety concerns
- Unpreparedness or non-compliance by the trainee
- Weather conditions
- Mechanical issues with the aircraft

4. Hold Harmless & Indemnification

The Pilot Trainee and Spouse jointly and individually agree to:

- Release, defend, indemnify, and hold harmless Flight Check Solutions, LLC, its officers, owners, instructors, employees, affiliates, and agents from any and all claims, liabilities, demands, causes of action, damages, or expenses—including attorney's fees—arising out of or related to the flight training, whether due to negligence, accident, equipment failure, or any other cause.

5. Compliance with Laws and Regulations

The Pilot Trainee agrees to:

- Follow all applicable FAA regulations

- Obey any state, federal, or local laws
- Adhere to the safety policies of FCS and its instructors
FCS makes no guarantee of receiving a logbook endorsement, rating, or certification as a result of this training.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any legal action arising out of this Agreement shall be brought exclusively in a court of competent jurisdiction located in the State of Texas.

7. Severability

If any portion of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8. Entire Agreement

This Agreement represents the entire understanding between the parties and supersedes all prior oral or written discussions.

No amendment, waiver, or modification shall be valid unless in writing and signed by all parties.

Signatures

Pilot Trainee

Printed Name: _____

Signature: _____ Date: _____

Spouse Pilot Trainee

Printed Name: _____

Signature: _____ Date: _____

Flight Check Solutions, LLC

Printed Name: Bryan D. Jones

Signature: _____ Date: _____

Authorized Representative

Title: President, Owner

This Agreement is valid and enforceable in all U.S. states.

Revision Date: June 25, 2025