

# EAA-WARBIRD

APPLICATION FOR STATEMENT OF ACROBATIC COMPETENCY (FAA Form 8710.7) W/B # \_\_\_\_\_

**PART I - APPLICATION** Type Application:  New Issue  Change (Flight Required)  Renewal without change  Re-Evaluation

Name \_\_\_\_\_

(complete experience requirements for renewal)

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date of birth M/D/Y: \_\_\_\_\_

FSDO Office for your area (City) \_\_\_\_\_

Pilot Certificate # \_\_\_\_\_ Type \_\_\_\_\_

Ratings \_\_\_\_\_

Medical Date \_\_\_\_\_ Type \_\_\_\_\_

Date of Last BFR \_\_\_\_\_

Applying For:

Type Act(s):  Solo  Formation

Level (check one)  250 feet  500 feet  800 feet

Show Name/Practice Site	Date	Check if Show	Check if Practice
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
6. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
7. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
8. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>

I declare under penalty of perjury that the information I have provided in this application is accurate, and that I have read the assumption of risk and waiver of rights that are part of this document, and that I fully understand each of the terms and provisions, and that this document was executed by me of my own free will

Signature \_\_\_\_\_ Date \_\_\_\_\_

**PART II - TO BE COMPLETED AS REQUIRED BY WARBIRD EVALUATOR**

Ground (oral) Evaluation Notes (required for all evaluations): \_\_\_\_\_

Air Evaluation Notes (date of flight evaluation \_\_\_\_\_, if required): \_\_\_\_\_

**Form 8710.7 Limitations (to be noted on acrobatic competency card)**

Rolls Only  Loops Only  Both Rolls and Loops (and in combination thereof)  Solo  
 Altitude Restrictions  250  500  800  Formation

Approved Aircraft \_\_\_\_\_

Remarks for Certificate: \_\_\_\_\_

**PART III - TO BE COMPLETED BY A WARBIRD (AIRSHOW CERTIFICATION EVALUATOR)**

Warbird Evaluator Name: \_\_\_\_\_

Act Type(s): \_\_\_\_\_ Signature: \_\_\_\_\_

I have observed the applicant and find that he/she meets the standards specified in the Air evaluation checklist. Date of Evaluation: \_\_\_\_\_

<b>FOR OFFICE USE</b>	Application Received	Application sent to FAA	Comments
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REMARKS \_\_\_\_\_

Email address: \_\_\_\_\_

Mail Completed Application to:  
 EAA Warbirds of America  
 ACE Application  
 P.O. Box 3086, 3000 Poberezny Rd.  
 Oshkosh, WI 54903

# APPLICATION FOR STATEMENT OF ACROBATIC COMPETENCY

I am an applicant for a Statement of Acrobatic Competency (FAA Form 8710.7) from the Federal Aviation Administration (FAA). I desire to take advantage of an FAA procedure for the evaluation of my competency by a Warbird Aerobatic Evaluator (Warbird Evaluator) on the list maintained by the EAA Warbirds of America, Incorporated. To take advantage of that procedure, I understand I must sign the following ASSUMPTION OF RISKS -WAIVER OF RIGHTS AGREEMENT, which is a part of this application.

I understand that my decision to perform aerobatics involves risk. This decision is a personal decision for me, and I alone am responsible to the public, my family, heirs and all others for any claims that arise from my activities.

## ASSUMPTION OF RISK - WAIVER OF RIGHTS AGREEMENT

### Indemnity Agreement & Release of Liability and

### Acknowledgement of Risks and Hazards.

This is an agreement which reads as follows:

1. I, ME, MY, WE, US and OUR means the applicant, his or her spouse, children, heirs, dependents, personal representatives and anyone acting on their behalf.

2. YOU and YOURS means

- EAA Warbirds of America, Incorporated, a non-profit corporation;
- any Warbird Aerobatic Evaluator (W/B Evaluator) listed as such by the EAA Warbirds of America and used by me as an W/B Evaluator;
- the Warbird Aerobatic Evaluator Selection Committee;
- all concessionaires, aircraft owners and operators, and land owners and licensees utilized for the purpose of an air show competency evaluation; and
- any and all members, officers, directors, agents, employees, instructors and pilots of any of the above for their acts or failure to act in the air show competency evaluation program, where ever and whenever they occur.

3. AIR SHOW COMPETENCY EVALUATION or OBSERVATION OF A DEMONSTRATION OF COMPETENCY means the process by which a W/B Evaluator makes an evaluation of my competency to engage in acrobatic activities at an air show or exhibition, including any written, oral, practical or other exam, and the written report by the W/B Evaluator of the observations.

4. STATEMENT OF ACROBATIC COMPETENCY means the Statement of Acrobatic Competency (FAA Form 8710.7) issued by the FAA. The FAA, in deciding whether it will or will not issue a statement of acrobatic competency, may choose to consider the report of observations by the W/B Evaluator.

5. ACROBATIC FLIGHT ACTIVITIES mean the activities defined as such by the FAA from time to time, including, in addition, any participation in any air show or exhibition.

6. VOLUNTARY APPLICATION: I am applying to the FAA for a Statement of Acrobatic Competency, and desire to select a W/B Evaluator to issue a report to the FAA on his or her observations of my acrobatic flight activity abilities. This is a voluntary application, and there is not necessarily for me to obtain the statement other than my desire to engage in such activities. I authorize the EAA Warbirds of America and the W/B Evaluator to submit the report to the FAA.

7. SELF EVALUATION: I warrant to you that based upon my own evaluation of my health and experience and the training I have received that I believe that I have been adequately trained and that I can safely perform acrobatic flight activities in an air show or exhibition.

8. SELECTION OF W/B EVALUATOR EQUIPMENT AND LOCATION: I shall select the W/B Evaluator, aircraft and location to be used for the demonstration. I am also responsible to obtain any permits, waivers, and authorizations needed for the air show competency evaluation. I have or will have inspected all of the land, facilities, equipment, aircraft and parachutes which will be involved in my evaluation and determined them to be acceptable.

9. INDEPENDENT CONTRACTORS: I understand and agree that I am, and each person and firm involved in providing instruction, equipment, services and the air show competency evaluation to me is, an independent contractor, and not the employee or agent of any other person. This specifically includes my recognition and agreement that the EAA Warbirds of America and the W/B Evaluator are not liable for the acts or omissions of each other, nor for any other person.

10. RESPONSIBILITY AS PILOT IN COMMAND: I will be the sole Pilot In Command (PIC) of the aircraft used to demonstrate my competency during the evaluation. As PIC, I will be directly responsible as the final authority for the operation of the aircraft used in the demonstration of competency. I fully and knowingly accept this responsibility. At no time shall the W/B Evaluator be PIC of the aircraft used in the demonstration of competency.

11. HEALTH AFFECTING FLIGHT ACTIVITIES: I warrant that I do not suffer from any physical infirmity or chronic illness including hearing problems or vision problems which would affect my ability to engage in acrobatic flight activities. I am not on any medication and will not take or be under the influence of any alcohol or drugs for at least twelve (12) hours, or such longer period required by law, rule or regulation prior to any flight activity.

12. COMPLIANCE WITH LAW: I warrant that all activities which I undertake to obtain a Statement of Acrobatic Competency and an air show competency evaluation shall be performed in a lawful manner, in compliance with all federal, state and local laws, ordinances, rules, regulations and provisions.

13. RISKS INVOLVED: I understand and acknowledge that acrobatic flight activities have dangerous characteristics which may result in death or serious permanent injury to myself and others and damage to property. I must exercise the highest amount of skill, care and caution. Even given the best instruction, ability and equipment, I know that no certification or observation of my competency or expertise will eliminate all such characteristics, and no amount of utmost care by you or me will eliminate accidents due to mechanical failure or human error.

I am aware that some of the risks involved may arise from conditions, errors, failures or defects such as:

- failure of the EAA Warbirds of America or the W/B Evaluator to determine or report on any inadequacy in my ability or equipment which could have or should have been perceived;
- hidden, latent, or obvious defects in the materials published or supplied by the EAA Warbirds of America;
- hidden, latent, or obvious defects at the airport, observation site or in the equipment or aircraft used;
- terrain and airspace which may interfere with ground and flight operations, such as trees, fences, power lines, hills, streams, buildings, rocks, hidden holes, uneven terrain, clods of dirt, lakes and other natural and man-made objects located at the airport and adjacent areas where the flight will be conducted;
- failure of parachutes;
- my reaction under the conditions and stress inherent in acrobatic flight activities;
- medications, alcohol, or other substances which I take prior to flight;
- health conditions or defects which I may or may not be aware of prior to flight.

These risks exist while I am being evaluated, as well as at any time thereafter including when I perform acrobatic flight activities as a result of the FAA issuing to me a Statement of Acrobatic Competency.

I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH, PERSONAL INJURY AND PROPERTY DAMAGE SUSTAINED WHILE PARTICIPATING IN ACROBATIC FLIGHT ACTIVITIES, INCLUDING THE RISK OF PASSIVE OR ACTIVE NEGLIGENCE BY YOU.

I declare under penalty of perjury that I have read page 1 of 2 and fully understand its terms and conditions.

Applicant's Initials \_\_\_\_\_ Date \_\_\_\_\_

**14. NOT A PREDICTOR OF FUTURE PERFORMANCE:** I understand and agree that the observations by the W/B evaluator on the date of the evaluation are not a prediction of my future performance or competency. Neither are they a measure or predictor of how I will perform under emergency situations and conditions of high stress. The evaluation is not to determine my judgment or safety as a pilot.

I understand that because of the nature of acrobatic flight activities, it is impossible for a W/B evaluator or an instructor to determine with any degree of certainty that I have been properly trained to participate in acrobatic flight activities, or that I have fully comprehended the instructions presented to me.

**15. NO INSURANCE COVERAGE:** I know that my acrobatic flight activities are not covered by any personal accident or general liability insurance policy issued to you. I agree that this document does, and is intended to, deny me any benefits under any such policies.

**16. SUPPORT FOR DEPENDENTS:** I warrant that I have considered my life-style and the manner in which I am supporting my dependents. I have made provisions for any spouse, children, heirs, and all other persons dependent upon me to provide for them in the event of my death or serious injury. I warrant the fact that I have signed this agreement and waived any rights to recover damages from you has been taken into account in my personal, financial and insurance planning.

**17. NO WARRANTIES BY YOU:** In spite of any fee I may pay to any of you, I understand and agree that you are making no warranty of any kind, express or implied, concerning any of your activities and materials. This waiver of warranties applies to, but is not limited to, the materials published or supplied in connection with the program, the verbal or written observations of the activities arising therefrom and the equipment, aircraft, or facilities provided or sponsored by you.

I also understand and agree that there is no warranty as to adequacy of your training, equipment, aircraft, facilities, services or reports of observations provided to me, if any. This understanding specifically precludes any warranty that they are fit to use for any purpose, are merchantable, or airworthy. The approval for the use of any equipment by you is not a warranty that the equipment is suitable for any purpose, but merely an opinion. I understand these disclaimers and accept them.

**18. RELEASE:** In consideration of your undertaking to provide an air show competency evaluation, I **RELEASE AND DISCHARGE YOU FROM ALL LIABILITY** for injuries, including death, to person, property or reputation suffered by me or my employees or agents arising out of:

- a. acrobatic flight activities during or at any time after completion of the air show competency evaluation, or,
- b. any flight or other activities in preparation for or following acrobatic flight activities or the air show competency evaluation,

even if such injuries or death arise out of your sole active or passive negligence, your willful act or failure to act, or as a result of any breach of contract, warranty or other duty, however imposed upon you. This release from liability and discharge from duty is intended to be as full and complete as it is possible to make under the applicable law. It is intended to be binding upon not only myself, but also upon any other person that might otherwise be able to bring an action for wrongful death or otherwise in the event I am killed or injured.

**19. COVENANT NOT TO SUE:** In consideration of your undertaking to provide an air show competency evaluation, I further agree that I **WILL NOT SUE OR MAKE A CLAIM** against you for injuries, including death, and damages or other losses sustained as a result of my participation in:

- a. acrobatic flight activities during or at any time after completion of the air show competency evaluation, or
- b. any flight or other activities in preparation for or following acrobatic flight activities or the air show competency evaluation, even if such injuries, death, damages or other losses arise out of your sole active or passive negligence, your willful act or failure to act, or as a result of any breach of contract, warranty or other duty, however imposed upon you.

**20. PROMISE TO DEFEND AND INDEMNIFY:** In consideration of your undertaking to provide an air show competency evaluation, I **AGREE TO DEFEND, INDEMNIFY AND HOLD YOU HARMLESS** from all liability, claims, judgments and costs, including actual attorney's

fees, incurred as a result of my participation in:

- a. acrobatic flight activities during or at any time after completion of the air show competency evaluation, or
- b. any flight or other activities in preparation for or following acrobatic flight activities or the air show competency evaluation, even if such liability, claims, judgments, and costs, including actual attorney's fees, arise out of your sole active or passive negligence, your willful act or failure to act, or as a result of any breach of contract, warranty or other duty, however imposed upon you.

**21. ARBITRATION:** Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

**22. LEGAL COUNSEL:** I declare and represent that I have signed this agreement after having received advice about all my rights from legal counsel of my choosing, including in particular the provisions for the Release, Covenant Not To Sue and the Promise to Defend and Indemnify.

**23. ENTIRE AGREEMENT:** I represent and agree that this document contains the entire agreement and understanding of my rights, and that there are no oral representations, statements inducements or other agreements or understandings which provide me with any rights against you.

**24. MODIFICATIONS:** No modifications of this printed agreement may be made orally or by any act or omission. Any written modifications must be approved and signed by this office and make specific reference to me and the terms of this agreement which are changed.

**25. BINDING ON SUCCESSORS AND REPRESENTATIVES:** The terms of this document shall be binding upon my spouse, children, heirs, dependents, assigns, personal representatives, administrators, executors and successors, and anyone acting on my or their behalf.

**26. JURISDICTION AND GOVERNING LAW:** This agreement has been entered into and accepted in, and shall be interpreted in accordance with the laws of, the State of Wisconsin. If any legal action or arbitration arises which is subject to any of the provisions of this agreement, venue and jurisdiction shall only be proper in the State of Wisconsin.

**27. SEVERABILITY:** If any provision of this agreement is invalid or unenforceable, that provision shall be severed from the rest of the agreement and the remaining provisions shall remain in full force and effect.

**28. RULES OF INTERPRETATION:** In the event of ambiguity in the meaning or interpretation of this agreement, I intend that, and it shall be the procedure to interpret the agreement so that, its terms be interpreted to protect you and all who are involved in my obtaining a Statement of Acrobatic Competency from any liability for any act or omission which may result in death, injury or damage to me or anyone or anything else.

**29. ACCEPTANCE BY YOU:** I agree that any act by you to provide me with the opportunity for an air show competency evaluation, including but not limited to sending me a list of W/B Evaluators or sending my name to any W/B Evaluator, is an acceptance of this agreement and makes its terms irrevocably binding upon me. However, either you or I may terminate the evaluation process at any time upon written notification to the other.

**I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE READ THE FOREGOING AGREEMENT (including Release of Liability, Covenant Not To Sue, and Promise to Defend and Indemnify) AND FULLY UNDERSTAND ITS TERMS AND PROVISIONS, AND THAT THIS DOCUMENT WAS EXECUTED BY ME OF MY OWN FREE WILL.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Date Received by EAA Warbirds of America: \_\_\_\_\_