

ATTACHMENT A:

LIST OF SOME KNOWN HAZARDS AT NV33

THIS LIST OF KNOWN HAZARDS IS NOT ALL INCLUSIVE. OTHER HAZARDS MAY EXIST. IT IS THE RESPONSIBILITY OF THE PILOT IN COMMAND TO INSPECT AND ASSESS THE CURRENT CONDITIONS AT NV33 PRIOR TO USING NV33 AND TO FULLY COMPLY WITH THE FEDERAL AVIATION REGULATIONS.

1. NV33 has been constructed with multiple deviations from FAA airport design standards.
2. Runway is very narrow – only 22' wide x 3,391 feet long.
3. Shoulders consist of decomposed granite – may be soft, especially following rains.
4. Wide cracks exist in the runway surface – may be unsuitable for some aircraft.
5. Non-standard **beacon**, lighting and **PAPI** exist – condition and accuracy are not monitored.
6. The runway area at NV33 is NOT fenced. Vehicles, pedestrians and animals – including herds of deer - frequently cross the runway.
7. Obstacle and structure distances to runway plane do not meet FAA design standards.
8. Public roads are located within approximately 100 feet of each runway end.
9. NV33 is located in close proximity to mountainous terrain at 4848' MSL. The runway is positioned on the lee side of the Burbank Canyons in the Pine Nut Mountains, which are known to create hazardous and erratic, gusting wind conditions on a regular basis.
10. Strong, gusty crosswinds from the west are common, especially in the afternoon.
11. Buildings and trees may interfere with wind socks at certain wind directions.
12. NOTAMS do not exist for NV33. Ice, snow and loose gravel can cover the runway after a weather event. Conditions change frequently.
13. Aircraft can NOT see each other when at the ends of the runway – topography may block radio communications as well – use extreme caution.
14. Non-radio-equipped aircraft operations occur at NV33.
15. Irrigation equipment may present an obstacle 400 feet past the departure end of RWY 34.

NV33 AIRPORT NOTES:

1. Airplanes always have the right of way on taxiways and runways.
2. Runway 34 is the preferred calm wind runway; however, pilots should note the potential presence of irrigation equipment 400 feet past the departure end of RWY 34.
3. Right traffic on Runway 34, and left traffic on Runway 16.
4. Airport is classified as PRIVATE USE RESTRICTED.
5. Multicom frequency is 122.9 MHZ – all radio-equipped aircraft shall use radio.
6. Runway lights on 122.9 - activated by 5 slow clicks and de-activated by 3 slow clicks.

7. Low-altitude, high-speed fly-bys and “strafing runs” are prohibited; however prior to landing a low-altitude, non-aerobatic fly-over may be considered to warn off pedestrians and deer on or near the runway.
8. Non-Members (other than medevac helicopters, who have executed and delivered the documents listed in Item 10) are prohibited from operating an aircraft at NV33 at night (between 1 hour after and 1 hour before civil daylight time).
9. All aircraft operating at NV33 shall carry liability insurance.
10. Prior to operating an aircraft at NV33 non-Members are required to execute and deliver to the Airport Manager:
 - a. A fully executed version of NV33’s “Defend and Hold Harmless Agreement”
 - b. A fully executed version of this “List of Some Known Hazards and NV33 Airport Notes”

I declare that I have reviewed and understand the “LIST OF SOME KNOWN HAZARDS AT NV33” and agree that I am fully and solely responsible for any aircraft operations I may choose to undertake at NV33. Also, I declare that I have reviewed and understand “NV33 AIRPORT NOTES” and I agree to abide by them as well as the Federal Aviation Administration Regulations.

My aircraft is currently insured with: _____

Phone number: _____

Policy Number: _____

Emergency contact information: _____

Printed Name: _____

Address: _____

Phone Number: _____

Signature: _____ Date: _____

ATTACHMENT B:

DEFEND AND HOLD HARMLESS AGREEMENT

The undersigned agrees to defend and hold the Valley View Airport LLC and its Members harmless from any and all claims of liability, loss, injury or death associated with or resulting from my use of NV33; a private airport known as the Farias Wheel located in Wellington, Lyon County, Nevada in return for being granted permission to operate an aircraft at NV33.

DUTY TO INSPECT: I HAVE BEEN PROVIDED WITH A LIST OF SOME KNOWN HAZARDS AT NV33 AND THE AIRPORT NOTES. THE UNDERSIGNED ACKNOWLEDGES THEY ARE AWARE OF THE UNIQUE HAZARDS ASSOCIATED WITH OPERATING AN AIRCRAFT AT THIS HIGH ALTITUDE AIRPORT LOCATED IN MOUNTAINOUS TERRAIN AND HAVE FULFILLED THEIR DUTY TO INSPECT THE EVER CHANGING CONDITIONS WHICH CAN AFFECT THE SAFE OPERATION OF THEIR AIRCRAFT. THE UNDERSIGNED ACKNOWLEDGES THE RESPONSIBILITIES ASSOCIATED WITH BEING A PILOT IN COMMAND INCLUDING ADHERENCE TO THE FEDERAL AVIATION REGULATIONS AND THAT THERE ARE INHERENT RISKS IN PARTICIPATION IN AVIATION ACTIVITIES. OPERATORS AND PASSENGERS OF AIRCRAFT, BY PARTICIPATION, ACCEPT THE RISK INHERENT IN SUCH PARTICIPATION OF WHICH THE ORDINARY OR PRUDENT PERSON IS OR SHOULD BE AWARE. PILOTS AND PASSENGERS HAVE A DUTY TO EXERCISE GOOD JUDGMENT AND ACT IN A RESPONSIBLE MANNER WHILE USING THE AIRCRAFT, AND TO OBEY ALL ORAL AND WRITTEN WARNINGS, BOTH PRIOR TO AND DURING THE USE OF THE AIRCRAFT.

To the best of my knowledge, I am in good physical condition and believe myself fully medically able to participate in flying activities. I hold a valid driver's license issued by a US state, and have not been refused an FAA medical certificate, or had one revoked. I am fully aware of the risks and hazards connected with the participation in aviation activities, including physical injury or even death, and hereby elect to voluntarily participate in aviation activities at NV33, knowing that the associated physical activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of participation in these activities.

IN CONSIDERATION of my anticipated flight(s) the legal sufficiency of which is hereby acknowledged, I agree, intending to be legally bound hereby, that the Valley View Airport LLC and its Members, officers, servants, agents, contractors, and employees (hereinafter referred to as RELEASEES) SHALL NOT BE LIABLE FOR MY DEATH OR INJURY TO MY PERSON, OR FOR ANY LOSS FOR DAMAGE TO MY PROPERTY caused in any manner whatsoever, whether attributable to the negligence of the Released Party, or for any other reason, occurring during the time that I am in, entering or alighting from an aircraft piloted by or under the control of or owned by the Releasees, and I do hereby waive any right of action against the Releasees from any and all causes or claims that I may have against them from the beginning of time. I agree that I will defend and hold the Valley View Airport LLC harmless from all claims arising from my decision to operate an aircraft at NV33. I further agree not to sue on any such cause or claim. I agree to defend, indemnify and hold the Released Party harmless for any losses, judgments or damages that may incur, including but not limited to attorneys' fees, arising out of any lawsuit related to the flight and/or enforcement of or legal challenge to this agreement. It is my intention that this agreement be interpreted and enforced to the maximum extent allowed by Nevada state laws.

It is my expressed intent that this release, Defend and Hold Harmless Agreement shall bind the Members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and CONVENTION NOT TO SUE the above named RELEASEES.

In signing this release, I acknowledge and represent that I HAVE READ THE FOREGOING Defend and Hold Harmless Agreement, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements, have

been made; and I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

IN WITNESS WHEREOF I have hereunto set my hand and seal the below written date.

(Name printed in block letters)

(Parent's Name if signer is under age 18)

(Date)

(Signature)

(Date)

(Parent's signature if signer is under age 18)

Signed in the presence of Witness:

(Date) (Witness name printed in block letters)

(Signature)