



HELICOPTER PILOT ACADEMY
TRAINING COURSE ENROLLMENT

STUDENT INFORMATION

\*\*\*\*\* Print Legibly \*\*\*\*\*

Personal Information

Legal Name: Title: First: MI: Last: Suffix:
Address: Nick Name:
City: State: Zip: Country:
Phones: Main: Other:
E-Mail:
Driver Lic#: State: SocSec#: DoB:

Emergency Contact Information (optional)

Name: Phone: Relationship:
Name: Phone: Relationship:
Name: Phone: Relationship:

Prior Piloting Experience (if applicable)

Pilot Certificate(s): Student Pilot Private Pilot Commercial Pilot CFI CFII ATP
Ratings: Fixed Wing: SEL MEL Sea IFR; Rotorcraft: Helicopter IFR
Other Certificates or Ratings:
Last BFR: RHC Safety Course:
Current Medical: Class, issued on / / 20
Pilot Time: Total: hrs Helicopters: hrs R22: hours R44: hrs

\*\*\*\*\* To be completed by Tallahassee Helicopters \*\*\*\*\*

Enrollment Information

Tallahassee Helicopters Student ID #: \_\_\_\_\_

Training Program: Private IFR Commercial CFI CFII ATP Time building
R44 Transition R66 Transition Other:
Aircraft Model: R22 R44 R66
UVU Enrollment: Yes No - Starting Semester Spring Summer Fall; 20

Required Documents

(Copies of the checked documents must be attached)

For US Citizens: Passport or Birth Certificate; US Driver License; 2nd (Gov-issued) Photo ID
For Non-US Citizens: Passport AFSP Approval US Greencard VISA I-94 Form
For Pilots: Medical Pilot License(s) Last Log Book Page BFR Endorsement

## **FLIGHT TRAINING AGREEMENT**

### **Terms and Conditions**

#### **Agreement**

I, \_\_\_\_\_ (“Student”) desire to obtain helicopter pilot training from Tallahassee Helicopter, LLC (“TH”) and TH desires to provide helicopter pilot training to Student under the terms and conditions set forth below. This Flight Training Agreement and any special instructions, terms and conditions, rules and regulations and procedures referenced within this Flight Training Agreement represent a single agreement and shall be referred to below as “Agreement”.

#### **Financial Obligations**

1. Student agrees to pay a \$59.00 course enrollment fee at the time of submitting this Training Course Enrollment form and Flight Training Agreement.
2. Student agrees to establish a flight training account with TH (“Account”) and to deposit funds to that Account as needed to keep the account balance positive.
3. Account deposits can be made via US-Dollar checks, cash, or debit/credit cards. Debit/credit card payments on account are subject to a 3% convenience fee.
4. Student hereby acknowledges that TH will debit Student’s account with charges for 1) all products purchased, 2) all services received, and 3) all fees incurred as defined in this Agreement.
5. Student hereby acknowledges TH’s aircraft rental rate of currently \$495 per hour for the Robinson R44 helicopter and the instructor rate of currently \$55 per hour, both measured in 1/10<sup>th</sup>-hour increments. Student has the option to participate in TH’s *SavingsPlan* which steadily reduces the hourly R44 rental rate (based on total flight training volume with TH) from \$495 per hour to as low as \$340 per hour.
6. If Student applies for a TLH Airport Badge, TH will debit Student’s Account with a security deposit in the amount of \$85.00. This deposit is being returned (credited back onto Student’s Account) when Student provides a receipt issued by Airport Operations that Student returned the badge to Airport Operations. Student forfeits the deposit if Student does not provide such receipt within one week of being asked by TH to submit such receipt.
7. Students are encouraged to use their own good-quality ANC headset. However, students may use TH’s David Clark headset for free or rent a Bose headset from TH for \$18 per training flight.
8. If during a flight with the Student TH is required to take on fuel at an airport with a 100LL fuel rate that is higher than the published fuel price for 100LL at the Quincy airport (2J9) at the time of fueling, Student will be charged the overage in form of a fuel surcharge.
9. If Student makes an Account deposit by check and that check is rejected by the bank and returned, TH will debit Student’s account with an NSF charge in the amount of \$35.
10. If Student cancels a flight lesson within less than 24 hours or does not show up for a scheduled flight lesson, then Student will be charged a flight cancellation fee in the amount of \$100 plus 1.0 hours of instructor time. Scheduled flight lessons that need to be cancelled due to weather, aircraft maintenance, or other safety concerns, will convert to a ground training lesson.
11. If Student cancels a ground lesson within less than 24 hours or does not show up for a scheduled ground lesson, then Student will be charged 1.0 hours of ground instruction. Ground lessons that need to be cancelled by TH for any reason will not result in any charge to Student.
12. If Student’s Account balance falls below \$1,000 Student will not be able to continue flight/ground training until Student either deposits additional funds or places a credit/debit card on file which will be charged after the lesson in case the Account balance became negative.

13. If Student's Account balance regardless of reason becomes negative and remains negative for more than 7 calendar days, Student hereby agrees to pay a "Negative Balance Fee" in the amount of \$5.00 per day for each and every day Student's balance resulting from service charges and all Negative Balance Fees remained below \$0.00. If Student's Account balance remains negative for more than two months, the account may be submitted for collection and all legal and collection fees and charges shall be added to the account as additional service charges due.
14. Student understands that TH's insurance does not cover the Student. Student hereby accepts full financial responsibility including the deductible portion of any insurance claim for any damage caused by Student's negligence or failure to comply with this Agreement. Student hereby expressly acknowledges and binds Student, Student's heirs and assigns for all liabilities to pay TH the sum equal to the cost of all damages to the aircraft, or loss of equipment of the aircraft during the rental period as well as any damages to property or injuries to persons caused in whole or in part by failure to comply with the rules and regulations of the FAA, the terms of this Agreement, the procedures outlined in Tallahassee Helicopter's Safety Procedures & Practices Manual, the procedures outlined in the Aeronautical Information Manual, or by any negligence of Student. Student has the option to participate in TH's *SavingsPlan* which limits the Student's liability in such an event to \$5,000.
15. Student agrees to pay all reasonable attorney fees and other legal expenses incurred by TH arising out of, or in any way connected with the enforcement of the terms and conditions of this Agreement.
16. TH reserves the right from time to time and without prior notice to change its rates, prices, and fee structures to adjust for inflation and changing market conditions.

## **Solo Student Flight Obligations**

1. Student agrees to observe and comply with all Federal Aviation Regulations, the guidelines prescribed by the Aeronautical Information Manual, the procedures outlined in Tallahassee Helicopter's Safety Procedures & Practices Manual, and the terms of this Flight Training Agreement.
2. Student agrees to be the only occupant in the helicopter, i.e. there are no passengers allowed during solo flights.
3. Student agrees to return the aircraft at the agreed time, weather permitting. In the event of a delay, Student must notify TH as soon as practicable of the delay.
4. Student agrees that if the aircraft must be abandoned at any location other than KTLH due to weather or other causes, Student shall pay all expenses incurred by TH in returning the aircraft to KTLH.
5. Student agrees to pay all fines, penalties, forfeitures, court costs, and other expenses for parking, landing fees or other legal violations assessed against TH resulting from Student's use of the aircraft.
6. TH will reimburse Student for fuel purchases during cross country solo flights at rates not to exceed the published price for 100LL at the Quincy airport (2J9) at the time of fueling.

## **Release and Hold Harmless**

1. Student hereby affirms that Student is aware that flying and activities associated with flying have inherent and unforeseeable risks, which may result in serious injury or death. Student understands and agrees that neither Student's instructors nor TH, nor its employees, officers, agents, contractors, or assigns, (hereafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to Student, Student's family, estate, heirs or assigns that may occur as a result of Student's participation in piloting aircrafts, flying in aircrafts, receiving or giving flight instruction, aircraft rental, aircraft operations, ramp operations, or any associated activities involved with these activities, (hereafter referred to as "Flight Activities"), or as a result of the negligence of any party, including the Released Parties, whether passive or active.
2. In consideration of being allowed to participate in Flight Activities, Student hereby personally assumes all risks of Flight Activities, whether foreseen or unforeseen, that may befall Student while participating in these activities. Student further releases, exempts, and holds harmless the Released Parties from any claim or lawsuit by Student, Student's family, estate, heirs, or assigns, arising out of Student's participation in Flight Activities including both claims arising during any course of training or after Student receives any pilot certification(s).



# HELICOPTER PILOT ACADEMY TRAINING COURSE ENROLLMENT

3. Student understands that Flight Activities are physically demanding and that Student must seek the ongoing care of a licensed and authorized FAA Aviation Medical Examiner and that Student will not hold Released Parties responsible for events resulting from Student’s physical condition, limitations, or incapacitation.
4. In no event will TH be liable for incidental or consequential damages, whether or not they are foreseeable.

## Termination Rights

1. Student may cancel Student’s enrollment at any time if Student is not in default with any of Student’s responsibilities or obligations. Upon cancellation or upon the completion of the Training Program, TH shall return to Student any remaining balance in Student’s Account within 30 days.
2. Upon Student’s successful completion of the full Career Training Program at TH, if applicable, Student will have obtained at least 200 hours of flight time experience, five FAA helicopter pilot certificates and ratings (Private, Instrument, Commercial, Flight Instructor, Instrument Instructor) through our Pilot Academy, and will have demonstrated that Student possess the attitude and professionalism to work as a commercial pilot and flight instructor. At that time TH will offer Student employment as a flight instructor and commercial pilot at TH for up to 200 hours of flight time.

## Governing Law and Dispute Resolution

1. This Agreement shall be structured in accordance with the laws of the State of Florida, U.S.A.
2. The parties may submit any dispute or controversy arising out of this Agreement for arbitration; any such arbitration shall take place in Tallahassee, FL, U.S.A.

Student hereby asserts that Student is of lawful age and legally competent to sign this Agreement or that Student has acquired the written consent of Student’s parent or guardian. If underage, such consent must be attached to this Agreement.

Student understands that the terms herein are contractual and not merely recital, and that Student has signed this Agreement on Student’s own free act and with the knowledge that Student hereby waives Student’s legal rights. Student further agrees if any provision(s) of this Agreement is found to be unenforceable or invalid, that such provision(s) may be severed from this Agreement; however the remainder of this Agreement shall then be construed as though the unenforceable provision had never been contained therein.

I, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, TH AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF AND UNDERSTAND THE CONTENTS OF THIS AGREEMENT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

IN WITNESS WHEREOF, Student hereby executes this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Student Name: \_\_\_\_\_ Signature: \_\_\_\_\_