

## Application for Membership

CFI: \_\_\_\_\_ Activation Date: \_\_\_\_\_ Member #: \_\_\_\_\_ Entered By: \_\_\_\_\_

New Membership (Y/N): \_\_\_\_\_ Temporary Membership (Y/N): \_\_\_\_\_ Re-Activated Membership (Y/N): \_\_\_\_\_

**Personal Information \*\* (Any change of personal information REQUIRES notification to Advantage) \*\***

Name: **Last** \_\_\_\_\_ **First** \_\_\_\_\_

Street Address: \_\_\_\_\_ Apt. #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_ (required for scheduling system)

Mailing Address: (if different from above)

Street Address: \_\_\_\_\_ Apt. #: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Drivers License: State \_\_\_\_\_ Number \_\_\_\_\_ Expiration \_\_\_\_\_

**\*\*\* Proof of citizenship is required by the TSA \*\*\***

**Citizenship:** \_\_\_\_\_ Passport Number \_\_\_\_\_ or Birth certificate with picture ID \_\_\_\_\_

FAA Certificate (from Medical if student pilot) #: \_\_\_\_\_ Ratings: \_\_\_\_\_

Date of Last Medical (or Student Medical): \_\_\_\_\_ Student Pilot (Y/N)? \_\_\_\_\_

Total Flight Hours: \_\_\_\_\_ Date of Last Flight Review: \_\_\_\_\_ Flight Time in Last 6 Months: \_\_\_\_\_

Type of Aircraft Flown & Hours in Each (use reverse if needed):

A/C: \_\_\_\_\_ Hrs: \_\_\_\_\_ A/C: \_\_\_\_\_ Hrs: \_\_\_\_\_

A/C: \_\_\_\_\_ Hrs: \_\_\_\_\_ A/C: \_\_\_\_\_ Hrs: \_\_\_\_\_

**Previous Flying Clubs**

Name: \_\_\_\_\_ City/State: \_\_\_\_\_

Reason for Leaving:

\_\_\_\_\_

Name: \_\_\_\_\_ City/State: \_\_\_\_\_

Reason for Leaving:

\_\_\_\_\_

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**Emergency Contact Information**

Name: Last \_\_\_\_\_ First \_\_\_\_\_  
Address: \_\_\_\_\_ Apt.: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ cell \_\_\_\_\_

Closest Relative (not living in household and not listed above):

Name: Last \_\_\_\_\_ First \_\_\_\_\_  
Address: \_\_\_\_\_ Apt.: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ cell \_\_\_\_\_

How did you hear about Advantage?  Walk In  Website  Email from Advantage  Friend  Other  
(please let us know how): \_\_\_\_\_

**AGREEMENT TO CONDITIONS OF MEMBERSHIP**

I hereby agree to the terms and conditions of membership in Advantage Aviation Inc. ("Advantage") as described in the Rules and Regulations of Advantage Aviation, Inc., a copy of which has been made available to me on the Advantage website ([www.advantage-aviation.com/members/formsanddownloads](http://www.advantage-aviation.com/members/formsanddownloads)), as such Rules and Regulations may be amended from time to time in the sole discretion of Advantage. I further understand and agree that:

1. I will be bound by and at all times will comply with the Rules and Regulations, which I understand I am encouraged to read prior to executing this application for membership. I am aware that the Rules and Regulations may be amended from time to time and it is my responsibility to familiarize myself with any such changes.
2. I have the sole responsibility as pilot-in-command to determine the airworthiness of each aircraft rented, operated and flown by me BEFORE commencing operation of such aircraft in accordance with the Federal Aviation Regulations (the "FARS") and Advantage's Rules and Regulations.
3. I will operate and manipulate the controls of Advantage aircraft, whether as pilot-in-command or otherwise, only when I meet all currency and other requirements established by the Federal Aviation Administration, as well as all currency and other requirements established by Advantage and included in the Rules and Regulations.
4. I will permit only qualified Club members to manipulate the controls of any Advantage aircraft that I rent or operate as a pilot-in-command.
5. I will report to Advantage any and all damage and/or malfunctioning equipment of any aircraft I rent. I understand that aircraft squawks are entered via Advantage's scheduling system.
6. I will be charged each month the then current monthly membership fee, and monthly insurance deductible fee for any month I actually fly, which such fees may be changed by Advantage at anytime in its sole discretion subject to the provision of at least 30 days notice of such changes, which such notice may be provided in the form of an email (or emailed newsletter) to the email address I have on file.
7. In the event I wish to cancel my membership in Advantage I must do so in writing, that membership termination requests provided by phone will not be effective unless confirmed in writing by an authorized agent of Advantage, and that membership fees will continue to accrue and be charged to my credit card on file until I submit a written request to terminate my membership.
8. I will pay a late charge of 2% per month or 22% per annum (subject to a minimum charge of \$10) on any account over 30 days past due, and will pay a service fee of \$35 for all returned checks.
9. I will pay Advantage's reasonable attorney's fees and costs if any portion of this agreement has to be enforced against me by legal action.
10. Advantage Aviation, Inc., is authorized to obtain credit and background information in support of this application for membership.
11. Advantage may charge any unpaid account balance to the credit card I have on file, including but not limited to, membership and other fees, fees for flights, and fees, dues and costs which exceed the credit limit of my account.
12. Advantage does not provide flight instruction, does not employ flight instructors, and is not responsible for the conduct of any flight instructor or the content of any flight instruction which I might obtain; however, I will only seek instruction in Advantage aircraft from an instructor who is a member of Advantage and who has been approved by Advantage's Chief Pilot, President and/or Chief Operating Officer to instruct in Advantage Aircraft.
13. I will be solely liable for loss or damage to Advantage aircraft which I rent, and as such I hereby agree to hold Advantage Aviation Inc., its members, employees, owners, officers, agents, contractors, and affiliates (collectively the "Indemnified Parties") harmless from, and will defend and fully indemnify the Indemnified Parties against, any and all liability which results, arises from, or is related to, whether directly or indirectly, my operation of an Advantage aircraft which I rent, including but not limited to personal injury, property damage, loss of use,

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# Advantage Aviation Inc.

1903 Embarcadero Road Palo Alto, CA 94303  
Phone (650) 494-7248 info@advantage-aviation.com  
www.advantage-aviation.com

diminution of value, and all other damages, including any insurance deductibles, except to the extent such loss is actually covered and paid by the scope and limits of the insurance policy obtained by Advantage. I understand that Advantage shall have sole, complete and absolute discretion to determine whether or not to submit a claim under any applicable insurance policy and that whether or not a claim is submitted shall in no way limit my obligations hereunder. I further affirm that I understand the terms of the insurance policy. I understand that this indemnity and defense obligation in favor of the Indemnified Parties shall apply even it is alleged or ultimately determined that one or more of the Indemnified Parties is wholly or partially at fault for the loss.

14. I understand that aviation, flying, operating and being a passenger in an aircraft, and being on an airport apron, runway and/or in proximity to operating aircraft, have inherent risks associated with such activities including risk of property damage, injury or death, and that no airplane can be guaranteed to function properly and may be subject to mechanical malfunction, design flaws, and human error. With full appreciation for such risks I voluntarily and willingly assume all such risks on behalf of my invitees and myself.
15. All notices under this Agreement will be sent by hand delivery, overnight delivery service or certified or registered mail, to the address of the applicable party provided above (or as otherwise notified in writing by such party). Notices will be deemed delivered upon receipt of signature.
16. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The parties hereby consent to the sole and exclusive jurisdiction of the competent state and federal courts sitting in the State of California, County of Santa Clara.
17. Any controversy or claim arising out of this Agreement or any alleged breach of this Agreement shall be resolved by means of binding arbitration before a single arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection. The arbitrator shall be a practicing attorney or retired judge with at least fifteen years total working experience as such. The arbitration shall be held in Palo Alto, California or any other place agreed upon at the time by the parties. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. An award of damages shall include pre-award interest at the rate of 5% percent from the time of the act or acts giving rise to the award. A party may apply to the arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, reasonable attorney's fees and legal costs. The arbitrator shall issue a reasoned award. Judgment upon the arbitrator's award may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual.
18. If any term of this Agreement or the application thereof is found invalid, illegal or unenforceable, the remainder of this Agreement will remain in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect. Either party's delay or failure to exercise any right or remedy upon any breach or default of the other party shall not impair that right or remedy, or be construed to be a waiver of any breach or default. Any waiver by either party of any breach or default by the other party must be in writing and signed by the waiving party.
19. This Agreement sets forth the entire understanding of the parties with respect to its subject matter and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. Headings are for convenience only and are not to be used to interpret this Agreement.

I certify that the information submitted by me is true and correct under penalty of perjury, and agree to the conditions of membership above. Furthermore, I shall notify Advantage of any changes pertinent to this application and my membership status, my FAA license status or any other matter that may affect my ability to operate aircraft safely, effectively and legally.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## Parental Consent

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation as a member of Advantage and aviation related activities associated therewith, and has agreed individually and on behalf of the child or ward, to the terms of the Conditions of Membership set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the Indemnified Parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

\_\_\_\_\_  
Print Participant's Name

\_\_\_\_\_  
Age

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

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**Authorization for Credit Card Payments**

Advantage Aviation reserves the right to charge any unpaid account balance to your credit card. Unpaid account balances may include, but are not limited to, instruction payment to CFI's. A \$15.00 service charge will be assessed to all declined credit cards.

**MasterCard / Visa / AMEX / Discover (Circle One)**

Last 4 digits of Credit Card #: \_\_\_\_\_ Exp.: \_\_\_\_\_ 3 or 4 digit code \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Address for Credit Card Statement: \_\_\_\_\_  
\_\_\_\_\_

I authorize Advantage Aviation to charge the above credit card for any and all services provided.

CARDHOLDER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contact Number: \_\_\_\_\_

**\*\*Please Print All Information Clearly\*\***

Privacy Statement

We respect your privacy, and take great care to safeguard information in our possession. We take appropriate physical, electronic, and administrative steps to maintain the security and accuracy of personally identifiable information we collect, including limiting the number of people who have access to our database, as well as employing electronic security systems and password protections that guard against unauthorized access. We do not sell personally identifiable information nor provide such information to third parties other than to enable the services received by Advantage Aviation, Inc., members and aircraft owners. Our website uses encryption technology, such as Secure Sockets Layer (SSL), to protect your personal information during data transport. SSL encrypts ordering and payment information such as your name, address, and credit card number. Please note that email is not encrypted and is not considered to be a secure means of transmitting credit card or other information.

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