

FLYING SAMARITANS WAIVER and RELEASE OF LIABILITY

This Document Affects Important Rights – Read it Carefully

The Flying Samaritans (hereinafter “Flying Sams”) is charitable non profit organization made up of chapters in two states. Flying Sams arranges non commercial flights in support of its mission to provide medical help to the needy in Mexico. Private air travel arranged by Flying Sams is provided by charitable pilots who volunteer and donate their time to fly private aircraft in support of Flying Sams’ missions. In order to arrange this charitable flight service, without fear of lawsuits or liability in the event of an accident, Flying Sams requires that all passengers and pilots read and sign this Waiver and Release of Liability.

By your signature on this Waiver and Release of Liability, you as **Releasor** will waive your legal rights to claim, sue or attempt to hold liable the parties being released for any injury, death or property damage sustained in connection with any Flying Sams aircraft trip and the ground transportation related to the trip. **The parties being released** are: The Flying Sams parent organization and all Flying Sams chapters, including their directors, officers, agents, attorneys, and non pilot volunteers; additionally, the volunteer pilots are being released from any liability in excess of their aircraft liability insurance (hereinafter “parties being released”).

I understand that flying in private aircraft necessarily entails the risk of bodily injury, death and property damage from pilot error or other operational errors. In addition, flights could result in injuries from a combination of factors including but not limited to: mechanical failure, negligent maintenance, range and altitude limitations of aircraft, defects in runways and unimproved landing strips. Interference by wildlife, limited or nonexistent air traffic control and radar coverage in remote areas, limited instrument approach procedures to airports, difficult search and rescue in remote areas, unfavorable weather or terrain conditions, latent defects in aircraft, the possibility of contaminated fuel, terrorist acts, lack of sufficient security for aircraft and personnel, or other causes. Notwithstanding these risks and other hazards of flying in small aircraft which may be foreseeable but not specifically identified herein, **I understand and acknowledge** that I will expressly and **voluntarily assume all risks** and full responsibility for any bodily injury, death or property damages arising out of or related to a Flying Sams flight due to **any negligence or other unintentional wrongdoing** of the parties being released.

I understand and acknowledge that Flying Sams may introduce me to a volunteer pilot in order to arrange a trip, but that Flying Sams makes no representation or warranties regarding the safety of the trip, the safety of the pilot or the safety of the aircraft. The pilot in command alone will determine the place and time of departure, the safety and airworthiness of his or her aircraft, the route or path of flight, the adequacy of the weather, trip security, the altitude of the flight, and the various airports at which the pilot intends to land, and all other considerations of safety and security.

I understand and acknowledge that I am a volunteer traveler on a Flying Sams charitable flight and that neither the volunteer pilot nor Flying Sams is charging me for the service of transporting me. I may share the cost of my flight but I am not paying for a trip. Any donations by me to Flying Sams are for its non profit mission activities and not as compensation or fare for the flight(s).

I understand that the Flying Sams mission is a nonprofit charitable activity, approved under Internal Revenue Code 501(c)(3), and that the directors, officers and volunteer pilots are unpaid volunteers and not employees. The Flying Sams’ directors, officers, and volunteers may be immune to suit under various federal and state laws. Further, Flying Sams does not have any insurance that would cover an aircraft accident on a Flying Sams trip. The volunteer pilots are required to have their own aircraft liability insurance with sub limits no less than \$100,000.00 per passenger. The pilots promise that the policy coverage will be in effect for and Flying Sams-related flight. Accordingly, I understand and acknowledge that the pilot’s aircraft liability policy is the only insurance available for the flight for injury, death or property damage in connection with a Flying Sams trip.

I understand and acknowledge the risks referred to above and do not wish to expose the parties being released to liability even if they are negligent or commit unintentional wrongful acts. Accordingly, in consideration of an opportunity to participate in a Flying Sams-related flight, I hereby make the following promises in connection with this Waiver and Release of Liability, which I execute as Releaser:

PROMISES BY RELEASER:

The undersigned Releaser personally and for their heirs, representatives and assigns, hereby irrevocably releases, acquits and forever discharges the parties being released, their family members and their heirs and estates from any and all claims or demands for any and all loss, injury, death or damage arising out of or related to the undersigned’s involvement as a passenger or pilot or volunteer on a Flying Sams arranged flight or related ground transportation. This Release applies whether damages are caused by the negligence or any other unintentional wrongdoing of the parties being released. With regard to the volunteer pilots who fly aircraft on

Flying Sams-related missions, I understand, acknowledge and agree that my Waiver and Release of Liability is intended to release the pilots from liability for any damages in excess of the insurance coverage that the pilots promise to carry when on Flying Sams missions.

I understand that this Release is intended to be a complete release and an irrevocable release of all possible claims for damages caused by negligence or other unintentional wrongdoing. A general release may not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which, if know by him, might have materially affected his decision. However, by this complete Waiver and Release of Liability, I understand and acknowledge that I intend that this Release shall encompass not only all known and foreseeable claims but also unknown and unforeseen claims against any of the parties being released arising out of a Flying Sams trip.

I understand and acknowledge that by signing this Release I am giving the parties being released a continuous and ongoing release that includes this flight and subsequent flights in aircraft on Flying Sams trips.

I understand and acknowledge that I am an adult of at least 18 years of age. My decision to participate as a passenger or pilot on this private non-commercial flight is a voluntary decision and that it has not been coerced in any way. I have been given this document in advance. I am under no pressure to make an immediate decision to take this trip on this aircraft. I know it is my right to elect not to sign this Release and to refrain from taking this trip. I may elect not to fly with any volunteer pilot and I may choose to take other forms of transportation at my expense as desired.

I understand and hereby acknowledge that by signing this document I have not only agreed to personally waive any liability claim, but to assume all risk of injury, death or damage for a flight. I also agree that by this document, I promise that my heirs, assigns, executor or administrator shall not file any claim or lawsuit against the parties being released, or their heirs, or their estate.

I understand and acknowledge that I may seek advice from legal counsel if I have any doubt before signing this Release. By signing this Release, I acknowledge that either I have sought the advice of legal counsel or wish to now waive the opportunity to talk to a lawyer before signing this agreement.

I understand and acknowledge that by signing this Agreement I am representing that I understand the language used in this Release. I represent that if there is any word or phrase that I did not understand that I have sought the advice of an attorney or other person for an explanation. I represent that in the event of injury, death or property damage, neither me nor my heirs, nor my representatives shall have a right to claim that I did not understand what I was acknowledging in this Release.

I understand and acknowledge that this Release is a full and complete agreement. No other documents or other information can be used to modify or alter the terms of this Waiver and Liability Release. This Release is a fully-integrated, final and complete statement of the Waiver and Release of Liability that I have agreed to. If any provision of this Release is declared invalid, the remaining provisions remain enforceable.

I understand and acknowledge that Flying Sams is a charitable organization with local chapters in California and Arizona. I agree that regardless of where this document is executed, this Waiver and Liability Release is deemed a private contract entered into in California, if I am flying with a California chapter, and Arizona, if I am flying with an Arizona chapter. I also agree that regardless of where this document is executed and where an accident occurs, that any occurrence or claim which raises an issue regarding the enforceability of this agreement shall be governed by California law, if I am flying with a California Chapter, and Arizona Law, if I am flying with an Arizona Chapter. I also agree that if any lawsuit is filed against the parties being released, in connection with a Flying Sams flight, that it shall be filed in a court of competent jurisdiction in the state of the Chapter with which I was flying.

SIGNATURE OF RELEASOR

Date: _____

By: (signature) _____

Printed Name: _____

Mail Completed form to:

The Flying Samaritans,
P.O. Box 6804, Chandler, AZ 85246

(REQUIRED)

WITNESS TO SIGNATURE

Date: _____

By: (signature) _____

Printed Name: _____

(2010-2011 Clinic Season)