



## WAIVER AND RELEASE OF LIABILITY

READ CAREFULLY! BY SIGNING THIS WAIVER, YOU ARE LIMITING ANY RIGHTS YOU MIGHT HAVE TO SUE THE PILOT, MISSION ASSISTANT OR ANGEL FLIGHT WEST IN THE EVENT OF AN ACCIDENT

Mission Number: \_\_\_\_\_

1. Angel Flight West, a non-commercial, non-profit, volunteer public service organization, has arranged for me,

\_\_\_\_\_ and \_\_\_\_\_,  
Passenger #1 Passenger #2

to be provided with nonessential, non-emergency air transportation and if necessary, local ground transportation (collectively, "Angel Flight Transportation") by the Angel Flight West volunteer members named hereafter, free of charge, for my convenience in obtaining medical treatment or for such other purpose as has been determined appropriate for the receipt of Angel Flight Transportation:

\_\_\_\_\_ and \_\_\_\_\_ (collectively, "Pilot").  
Pilot-in-Command Mission Assistant

2. I understand that Pilot is not employed or controlled by Angel Flight West, but rather is a volunteer member of Angel Flight West who has agreed to donate an aircraft ("AIRCRAFT") and his/her piloting services for Angel Flight Transportation. Although Angel Flight West is deeply concerned about the safety of passengers receiving Angel Flight Transportation, Angel Flight West has no practical means of directly assessing and monitoring the competence, proficiency or safety of member pilots or the safety of their aircraft. In an effort to optimize safety, Angel Flight West has a system of ensuring, to the extent feasible, that each member pilot meets basic minimum experience standards, and holds the appropriate Federal Aviation Administration licenses for a given flight and aircraft. Angel Flight West relies on the Federal Aviation Regulations, a pilot's devotion to complying with those regulations, and each pilot's affirmation to Angel Flight West that he or she will observe specified precautions on all missions, to achieve safety.

3. I understand that Angel Flight West is a charitable organization and that Pilot is donating the Angel Flight Transportation without any financial reimbursement for that service or for the expenses of agreeing to provide Angel Flight Transportation. As such, Pilot, Angel Flight West, and those persons acting on Angel Flight West's behalf, including mission coordinators, referring agencies, board members, and all others associated with Angel Flight West who have assisted in arranging Angel Flight Transportation ("RELEASEES") are relying upon the signing of this Waiver and Release in return for their providing charitable services. I also acknowledge that there exist other means of transportation available to me, including commercial air transportation and ground transportation, and that I choose to receive Angel Flight Transportation for its convenience and/or cost savings relative to other means.

#### 4. WAIVER AND RELEASE:

In consideration for receiving Angel Flight Transportation free of charge, I agree that neither I nor my assignees, heirs, distributees, executors, guardians or legal representatives ("RELEASORS") will make a claim or assert any causes of action (known or unknown) against, or sue, RELEASEES for death, bodily injury, property damage or any other liability of any sort ("HARM") arising from the Angel Flight Transportation, including but not limited to HARM resulting from the active or passive negligence, including gross negligence, or other acts or omissions of RELEASEES. I hereby WAIVE, and RELEASE RELEASEES from liability for, all such claims, causes of action and suits which RELEASORS or any of them now have or may hereafter have. This Waiver and Release includes, without limitation, HARM which results from (a) my being in the AIRCRAFT, which could itself cause injury; (b) improper maintenance of or defects in the AIRCRAFT, whether hidden, latent or obvious, which could cause an accident; (c) negligent or grossly negligent piloting or other operation of the AIRCRAFT, which could cause an accident; and (d) my slipping, falling or otherwise becoming injured on and about the AIRCRAFT. **THIS MEANS THAT, EXCEPT AS EXPRESSLY PERMITTED BELOW, NEITHER I NOR MY HEIRS OR ESTATE MAY CLAIM AGAINST RELEASEES ANY DAMAGES ARISING OUT OF ANGEL FLIGHT WEST TRANSPORTATION.**

5. **Recurring Nature of Waiver and Release:** This Waiver and Release may be used, and is deemed valid, as to all Angel Flight Transportation on which the undersigned, or the minor(s)/mentally incompetent(s) on whose behalf this Waiver and Release is being signed, is a passenger or mission assistant.

6. I understand it is my sole responsibility to purchase any flight or accident insurance should I desire to be insured on this flight.

7. In the event any portion of this contract is held invalid, the remaining portions shall remain in full force and effect.

**DO NOT SIGN THIS WAIVER AND RELEASE BEFORE YOU HAVE CAREFULLY READ IT AND UNDERSTAND THAT IT IS A RELEASE OF LEGAL LIABILITY. IT IS A LEGALLY BINDING CONTRACT BY WHICH YOU AND YOUR HEIRS WILL BE BOUND, PREVENTING YOU AND YOUR HEIRS FROM BRINGING ANY LEGAL ACTION TO ASSERT A CLAIM AGAINST PILOT, ANGEL FLIGHT WEST OR ANY RELEASEES FOR THEIR NEGLIGENCE EXCEPT TO THE LIMITED EXTENT PERMITTED HEREIN.**

**KNOWING AND VOLUNTARY EXECUTION:** I HAVE CAREFULLY READ AND UNDERSTAND THIS WAIVER AND RELEASE, AND SIGN IT OF MY OWN FREE WILL. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Passenger #1 \_\_\_\_\_ Dated: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Passenger #2 \_\_\_\_\_ Dated: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Mission Assistant: \_\_\_\_\_ Dated: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Parent/Guardian Permission, Waiver and Release, and Certification of Entitlement to Transport Child Across State Lines:** I certify that I am the above child's or mentally incompetent's parent or legal guardian. As such, I have carefully read and understand this document in its entirety and, on behalf of myself and the child or legally incompetent individual to be transported, and in consideration for receiving Angel Flight Transportation free of charge, I hereby (a) give the child or mentally incompetent permission to undergo Angel Flight Transportation; (b) WAIVE and RELEASE all claims, causes of action and suits against RELEASEES for HARM arising from Angel Flight Transportation; and (c) certify that I am legally entitled to take the child across a state line for the purpose to be achieved by the Angel Flight Transportation.

Parent/Legal Guardian \_\_\_\_\_ Dated: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

#### **PHOTO RELEASE**

I understand that in order to continue providing its free community service, Angel Flight West relies upon contributions which are in part solicited through publicity. In order to contribute to its efforts, I grant Angel Flight West permission to take and use my/my child's photograph for promotional, public relations and related uses.

Passenger #1 (initial) \_\_\_\_\_ Passenger #2 (initial) \_\_\_\_\_

#### **Send by US Mail prior to flight to:**

Angel Flight West  
3161 Donald Douglas Loop South  
Santa Monica, CA 90405  
Toll Free: 888-426-2643 Fax: 310-397-9636

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