



AIR TRANSPORT WAIVER OF LIABILITY
Blood, Tissue, Organ, Supplies, Etc

- (1) Angel Flight (The American Medical Support Flight Team, Inc. a non-commercial, non-profit, volunteer public service organization) and its volunteer pilot(s) hereby agree to provide.

_____ (hereinafter the "organization") with air transportation of human blood, tissue or organs free of charge for the purpose of the organization or its affiliates rendering medical treatment to its patient.

- (2) In consideration for receiving this air transportation free of charge, the organization hereby agree to hold harmless Angel Flight and its volunteer pilots from any and all liability, including but not limited to liability for incidental and consequential damages for late deliver, non-delivery, spillage or loss of any such blood, tissue, organs or supplies due to any of the following:
- (a) Negligence of Angel Flight, its affiliates and pilots;
 - (b) Inability to complete a flight on a timely basis due to weather, mechanical problems, air traffic restrictions or any other factors which, in the pilot's opinion, render his or her actions necessary and prudent;
 - (c) Turbulence, collision, accident or evasive maneuvers made necessary circumstances beyond the pilot's control;
 - (d) Lack of properly confirmed, adequate pickup/delivery instructions for said blood/organs/tissues/supplies to Angel Flight and/or its member pilots, or failure to arrange pickup of said blood/organs/tissues/supplies when the pilot reaches the proper destination; and
 - (e) Cancellation of the flight due to any of the aforementioned factors, as well as the possible lack of available aircraft or pilots.
- (3) In further consideration for receiving this air transportation free of charge, the organization shall indemnify, defend and hold harmless Angel Flight, its affiliates, and volunteer pilots in any personal injury action brought by the organization's patient, or wrongful death action brought by the patient's estate. In the event of any such action the organization shall be responsible for payment of any judgment awarded against Angel Flight, its affiliates or its volunteer pilots.
- (4) The organization is hereby advised that Angel Flight may have to cancel its flights on short notice. It is therefore the sole and exclusive responsibility of the organization to make alternative transportation arrangements in advance.
- (5) The organization shall assume full responsibility for obtaining insurance for any blood, tissue or organs to be transported by Angel Flight.
- (6) In the event any portion of this contract is held invalid, the remaining portions shall remain in full force and effect.
- (7) As evidenced by my signature below, I have read this agreement in its entirety and agree to its terms.

Organization Name : _____

Street Address : _____

City, State, ZIP : _____

Authorized Signature: _____

Printed Name : _____

Office or Title : _____

Date : _____