



RELEASE OF LIABILITY

This Document Affects Important Rights - Read it Carefully

RELEASOR

The Flying Samaritans (hereinafter "Flying Sams") is a charitable non-profit organization made up of chapters in two states. Flying Sams arranges non-commercial flights and ground vehicle transportation 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. Some volunteers travel to missions in Mexico also using ground vehicular transportation. In order to arrange charitable flight service without fear of lawsuits or liability in case of accident, Flying Sams requires that all passengers, drivers and pilots of all aircraft and vehicles, read and sign this Release of Liability.

By your signature on this 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 and acknowledge that flying in private aircraft or ground vehicles necessarily entails the risk of bodily injury, death and property damage from pilot error or driver 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 possibilities 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 or traveling in vehicles, 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 or vehicular travel 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 or driver in order to arrange a trip, but that Flying Sams make no representations or warranties regarding the safety of the trip, the safety of the pilot or driver, or the safety of the aircraft or vehicle. The pilot or driver in command alone will determine the place and time of departure, the safety and airworthiness of the aircraft or vehicle, the route or path of the 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 and acknowledge that the Flying Sams' missions and meetings are non-profit charitable activities, approved under Internal Revenue Code §501(c)(3), and that the directors, officers and volunteer pilots and drivers are unpaid volunteers and not employees. The Flying Sams' Directors, Officers and volunteers may be immune to suit under various federal and state laws.

I understand and acknowledge that Flying Sams does not have any insurance that would cover an aircraft or vehicle accident on a Flying Sam' trip. The volunteer pilots are required to agree to have their own aircraft liability insurance with sub-limits no less than \$100,000.00, per passenger. The vehicle drivers are expected to carry their own insurance. The pilots promise that the policy coverage will be in effect for any Flying Sams-related flight. Accordingly, I understand and acknowledge that the pilot's aircraft liability policy or the driver's vehicle policy is the only insurance available for the flight for injury, death or property damage in connection with a Flying Sams trip.

PROMISES BY RELEASOR

In consideration of an opportunity to participate in a Flying Sams' mission or meeting, I hereby make the following promises in this Release of Liability, which I execute as Releasor:

The undersigned Releasor, 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 all claims or demands, for 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 trip or related ground/vehicular 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 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. With regard to the volunteer drivers who drive vehicles on Flying Sams-related missions, **I understand, acknowledge and agree** that my Release of Liability is intended to release the drivers from liability for any damages in excess of the insurance coverage that the drivers 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 does 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 known by him, might have materially affected his decision, 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' mission.

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 or related ground transportation 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 on this private non-commercial flight or passenger in related ground transportation is a voluntary decision and it has not been coerced in any way. I have been given this document in advance; thus, 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 acknowledge that by signing this Release, I have not only agreed to personally waive any liability claim, but to assume all risk of injury, death or damage for a flight or related ground transportation. 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 estates.

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 Release.

I understand and acknowledge that by signing this Release, 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 case 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 information can be used to modify or alter the terms of this Release of Liability. This Release is a fully integrated, final and complete statement of the Release of Liability to which I have agreed. 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 Release of Liability is deemed a private contract entered into in California, if I am traveling with a California chapter, and in Arizona, if I am traveling 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 traveling with a California Chapter, and Arizona Law, if I am traveling with an Arizona Chapter. I also agree that if any lawsuit is filed against the parties being released, in connection with a Flying Sam's mission or meeting, that it shall be filed in a court of competent jurisdiction in the state of the Chapter with which I was traveling. In the event of litigation over the enforceability of this Release of Liability, the prevailing party shall recover attorney's fees and costs from the other party.

SIGNATURE OF RELEASOR:

WITNESS TO SIGNATURE: (REQUIRED)

Date: _____

Date: _____

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Mail completed form to: Flying Samaritans, P.O. Box 40431, Tucson, Arizona 85717