

AIR TRANSPORT WAIVER OF LIABILITY

1. Mountain Outreach Flights, 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, "Mountain Outreach Flights Transportation") by the Mountain Outreach Flights volunteer members, free of charge, for my convenience in obtaining medical treatment or for other such purposes that has been determined appropriate for transportation by the Mountain Outreach Flights Mission Coordinators.
2. I understand that the Pilot ("Driver") is not employed or controlled by Mountain Outreach Flights, but rather is a volunteer member of Mountain Outreach Flights who has agreed to donate his/her "Driving" (piloting or any other means of transportation) services for Mountain Outreach Flights Transportation.
3. I understand that Mountain Outreach Flights is a charitable organization and that Driver is donating to the Mountain Outreach Flights Transportation without any financial reimbursement for that service or for the expenses of agreeing to provide Transportation. As such, Driver, Mountain Outreach Flights, and those persons acting on Mountain Outreach Flight's behalf, including mission coordinators, referring agencies, board members, and all others associated with Mountain Outreach Flights who have assisted in arranging 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 Mountain Outreach Flights Transportation for its convenience and/or cost savings relative to other means.
4. **WAIVER AND RELEASE:** In consideration for receiving the arrangement of Mountain Outreach Flights 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 Mountain Outreach Flights 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 "CAR" (Aircraft or any other means of transportation), which could itself cause injury; (b) improper maintenance of or defects in the CAR, whether hidden, latent or obvious, which could cause an accident; (c) negligent or grossly negligent Driving or other operation of the CAR, which could cause an accident; and (d) my slipping, falling or otherwise becoming injured on and about the CAR. **THIS MEANS THAT, EXCEPT AS EXPRESSLY PERMITTED BELOW, NEITHER I NOR MY HEIRS OR ESTATE MAY CLAIM AGAINST RELEASEES ANY DAMAGES ARISING OUT OF MOUNTAIN OUTREACH FLIGHTS ARRANGING TRANSPORTATION.**
5. **Recurring Nature of Waiver and Release:** This Waiver and Release may be used, and is deemed valid, as to all Mountain Outreach Flights 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 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 DRIVER, MOUNTAIN OUTREACH FLIGHTS OR ANY RELEASEES FOR THEIR NEGLIGENCE EXCEPT TO THE LIMITED EXTENT PERMITTED HEREIN. 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 MOUNTAIN OUTREACH FLIGHTS IN THE EVENT OF AN ACCIDENT.

8. 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 Signature #1 _____ Dated: _____
Printed Name: _____

9. Passenger Signature #2 _____ Dated: _____
Printed Name: _____

10. Passenger Signature #3 _____ Dated: _____
Printed Name: _____

11. Passenger Signature #4 _____ Dated: _____
Printed Name: _____

12. Mission Assistant: _____ Dated: _____ Printed

13. 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 Mountain Outreach Flights Transportation free of charge, I hereby (a) give the child or mentally incompetent permission to undergo Mountain Outreach Flights Transportation; (b) WAIVE and RELEASE all claims, causes of action and suits against RELEASEES for HARM arising from Mountain Outreach Flights 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 Signature _____ Dated: _____

Printed Name: _____