

**FLYING SAMARITANS
RELEASE OF LIABILITY**

This Document Affects Important Rights - Read It Carefully

This agreement (“Release”) is made and entered into this ___ day of _____, 20___, by and between _____ of _____, CA (“Releasor”) and Flying Samaritans, a California non-profit corporation.

- A. WHEREAS:** Flying Samaritans (hereinafter referred to as "Flying Sams") is a charitable, non-profit corporation comprised of individual chapters, the number of which may vary from time-to-time, in California.
- B. WHEREAS:** Flying Sams arranges non-commercial flights and ground vehicle transportation in support of its mission to provide medical help to the needy in Mexico (“Clinic(s)").
- C. WHEREAS:** Private air travel is arranged by Flying Sams and provided by charitable pilots who volunteer and donate their time to fly private aircraft in support of Flying Clinics.
- D. WHEREAS:** Some volunteers elect to travel to meetings and missions in Mexico by ground vehicular transportation.
- E. WHEREAS:** As a prerequisite to participation in Flying Clinics and in order to permit Flying Sams to arrange flight service with volunteer pilots and hold organizational meetings regarding such Clinics without fear of lawsuits or liability in case of accident, Flying Sams requires that the pilots, drivers, volunteers and all other passengers of all aircraft and other vehicles participating in any Clinics or meetings related thereto read and sign this Release of Liability (“Release”).

NOW THEREFORE in consideration of the mutual representations and covenants hereinafter set forth, the Parties hereto covenant and agree as follows:

1. Voluntary Participation. The undersigned (“Releasor”) acknowledges that he/she has voluntarily applied to Flying Sams and asked to participate in its Clinics in Mexico.

2. By signing this Release:

- a. Releasor expressly and knowingly waives his/her legal right to make any claim against the parties being released for any injury, death or property damage which he/she might sustain in connection with any Flying Sams Clinic or meeting as a result of an accident and resulting injuries suffered by him/her involving any flight or ground transportation provided or offered in connection with a meeting or Clinic. The parties being released (the "Releasees") are: The Flying Sams parent organization and all Flying Sams chapters, including their directors, officer, agents, attorneys, and non-pilot volunteers. Additionally, Releasor agrees to release the volunteer pilots and vehicle drivers from any liability for injuries and/or damages suffered by Releasor in excess of Releasees’ aircraft or vehicle liability insurance, as applicable.

- b. Releasor expressly covenants and agrees that he/she understands, acknowledges and voluntarily accepts the risk associated with traveling in private aircraft or private ground vehicular transportation, which modes of transport necessarily entail the risk of bodily injury, death and property damage, from pilot or driver error or other operational errors.
- c. Releasor covenants and agrees that he/she understands and acknowledges that small aircraft accidents can 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, unsuccessful search and rescue, 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 the recognized and accepted hazards of flying in small aircraft or traveling in ground vehicles, which hazards may be foreseeable but not specifically identified **herein**. Releasor agrees, expressly and voluntarily, to assume all risks associated with, and full responsibility for, any bodily injury, death or property damages arising out of or related to a Flying Sams flight or ground vehicular trip due to the negligence or other unintentional wrongdoing of the Releasees.
- d. Releasor expressly represents that he/she understands and acknowledges that Flying Sams may introduce him/her to a volunteer pilot or driver in order to arrange Releasor's participation in a Clinic. In doing so, however, Flying Sams makes no representations or warranties regarding the safety of the trip, the experience or qualifications of the pilot or driver, or the safety of the aircraft or vehicle. The pilot in command of the aircraft or driver of the vehicle will determine: 1) the place and time of departure, 2) the safety and airworthiness of the aircraft or vehicle, 3) the route or path of the flight, 4) the adequacy of the weather, 5) trip security, 6) the altitude of the flight, 7) the destination airports and 8) all other considerations relevant to safety and security.
- e. Releasor expressly represents that he/she understands, acknowledges, and accepts that Flying Sams does not have any insurance that would cover an aircraft or vehicle accident participating in a Clinic. Notwithstanding the foregoing, all of the volunteer pilots providing transportation to and from Clinics are required to agree to have their own aircraft liability insurance with "sub limits" no less than \$100,000.00 per passenger and that such coverage will be in effect for any Flying Sams-related flight. All vehicle drivers providing transportation to and from Clinics are expected to carry their own insurance that provides at least the minimum coverage required by California state law, as applicable, for injuries which may be suffered by motor vehicle passengers. Releasor specifically represents that he/she understands, acknowledges and accepts that the pilot's aircraft liability policy or the driver's vehicle policy, as applicable, is the only insurance available for injury, death or property damage suffered in connection with Releasor's participation in a Clinic.
- f. Releasor expressly represents that he/she understands the terms and conditions of this Release and acknowledges his/her understanding that the Flying Sams Clinics

are non-profit charitable activities, approved under Internal Revenue Code § 501 (c) (3), and that the directors, officers and volunteer pilots are unpaid volunteers and not employees and that, as a result thereof, the Flying Sams' directors, officers and volunteers may be immune to suit under various federal and state laws.

- g. Releasor acknowledges and accepts that, as a volunteer participant in a Flying Sams Clinic that involves transportation provided by a charitable flight or vehicle, he/she may be asked to share in the travel costs associated with his/her participation in a Clinic but that he/she is not paying a fare for participation and that any donations Releasor makes to Flying Sams are for its non-profit Clinic-related activities and not as compensation or paid fare for the air or ground transportation provided.
- h. Releasor specifically represents that he/she on his/her own behalf and on behalf of his/her heirs, representatives and assigns, hereby knowingly and irrevocably releases, acquits and forever discharge the Releasees, their family members, heirs and estates, from all claims or demands, for all loss, injury, death or damage arising out of or related to the Releasor's participation as a passenger, pilot or volunteer in a Flying Sams Clinic, whether or not related to accidents, injuries or damages involving or arising from Flying Sams-provided air or ground transportation or from separately arranged ground transportation. Releasor specifically represents that he/she covenants and agrees that the Release provided for herein applies whether damages are caused by the negligence or any other unintentional wrongdoing of the Releasees.
- i. Releasor covenants and agrees that this Release is specifically intended to release the pilots and drivers volunteering their services to a Flying Sams Clinic, mission or meeting from liability for any damages whatsoever in excess of their liability insurance coverage and further agrees that this Release shall not be construed to release or waive any right of contribution, indemnity or partial indemnity, if any, insofar as any such right of contribution, indemnity or partial indemnity might alter, impair, release or eliminate any right of subrogation that might otherwise exist in favor of any liability insurer providing liability coverage to any volunteer pilot or driver nor shall this Release be construed to directly affect any such right of subrogation.
- j. Releasor represents that he/she has read and understands the terms and conditions hereof and, specifically, that this Release is intended to constitute and does constitute a complete and irrevocable Release of all possible claims for damages caused by negligence or other unintentional wrongdoing arising from his/her participation in a Flying Sams Clinic.

3. The Parties hereto covenant and agree that this Release is a continuing Release, the terms and conditions of which are intended and agreed by Releasor to apply to any Flying Sams Clinic in which Releasor might participate from the date hereof until expressly revoked in writing. Releasor may revoke this Release at any time prior to departure for any Flying Sams Clinic.

4. Releasor represents that he/she is an adult of at least 18 years of age and that his/her desire and decision to participate in a Flying Sams Clinic is a voluntary decision and that it has

not been coerced in any way. He/she represents and agrees that he/she has been given this Release in advance of departure for a Flying Sams Clinic and has been given sufficient time prior to departure to review this Release and to discuss its terms and conditions with counsel of his/her choosing or, not having done so, expressly and knowingly waives his/her right to do so. By waiving such right, Releasor expressly represents that he/she has read, understood and agrees to the terms hereof and covenants and agrees that, in case of injury, death or property damage, neither Releasor nor his/her heirs or representatives shall have a right to claim that Releasor did not understand what he/she was acknowledging and/or accepting by executing this Release.

5. Releasor represents that he/she understands that this Release is a full and complete agreement and that no terms, conditions or agreements other than those set forth herein have been offered or agreed to. If any provision of this Release is determined to be invalid, the remaining provisions remain enforceable.

6. The Parties agree that regardless of where this Release is executed, it is to be deemed a private contract entered into in California.

7. Releasor further agrees that regardless of where this document is executed, and where an accident may occur, that any occurrence or claim which raises an issue regarding the enforceability of this agreement, shall be governed by California law.

8. In the event of litigation over the enforceability of this Release, the prevailing party shall in such action shall be entitled to recover his/her or its reasonable attorney's fees and costs incurred in such action.

SIGNATURE OF RELEASOR:

Date: _____

By: _____
Signature of Releasor

Printed Name: _____

WITNESS:

Date: _____

By: _____
Witness Signature

Printed Name: _____