

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 MERCY MEDICAL ANGELS IN THE EVENT OF AN ACCIDENT

Mission Number:					

Mercy Medical Angels, a non-commercial	ial, non-profit, volunteer public	service organization, has arranged for me,	
	and	,	
Passenger #1	Passen	ger #2	
Medical Angels Transportation") by the	Mercy Medical Angels voluntee	necessary, ground transportation (collectively, "Mer members named hereafter, free of charge, for neas been determined appropriate for the receipt of	ny
	and	(collectively	y, "Pilot").
Pilot-in-Command	Missio	n Assistant	

- 2. I understand that Pilot is not employed or controlled by Mercy Medical Angels, but rather is a volunteer member of Mercy Medical Angels who has agreed to donate an aircraft ("AIRCRAFT") and his/her piloting services for Mercy Medical Angels Transportation. Although Mercy Medical Angels is deeply concerned about the safety of passengers receiving Mercy Medical Angels Transportation, Mercy Medical Angels 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, Mercy Medical Angels 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. Mercy Medical Angels relies on the Federal Aviation Regulations, a pilot's devotion to complying with those regulations, and each pilot's affirmation to Mercy Medical Angels that he or she will observe specified precautions on all missions, to achieve safety.
- 3. I understand that Mercy Medical Angels is a charitable organization and that Pilot is donating the Mercy Medical Angels Transportation without any financial reimbursement for that service or for the expenses of agreeing to provide Mercy Medical Angels Transportation. As such, Pilot, Mercy Medical Angels, and those persons acting on Mercy Medical Angels' behalf, including mission coordinators, referring agencies, board members, and all others associated with Mercy Medical Angels who have assisted in arranging Mercy Medical Angels Transportation

("RELEASES") 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 Mercy Medical Angels Transportation for its convenience and/or cost savings relative to other means.

4. WAIVER AND RELEASE:

In consideration for receiving Mercy Medical Angels 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 Mercy Medical Angels 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 Mercy Medical Angels TRANSPORTATION.

- 5. **Recurring Nature of Waiver and Release:** This Waiver and Release may be used, and is deemed valid, as to all Mercy Medical Angels 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, MERCY MEDICAL ANGELS 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:Printed Name:	
Parent/Guardian Permission, Waiver and Release, and Certific certify that I am the above child's or mentally incompetent's parer this document in its entirety and, on behalf of myself and the child or consideration for receiving Mercy Medical Angels Transportation permission to undergo Mercy Medical Angels Transportation; (b) Vermission to undergo Mercy Medical Angels Transportation;	ication of Entitlement to Transport Child Across State Lines: I nt or legal guardian. As such, I have carefully read and understand r legally incompetent individual to be transported, and in free of charge, I hereby (a) give the child or mentally incompetent WAIVE and RELEASE all claims, causes of action and suits gels Transportation; and (c) certify that I am legally entitled to take
Parent/Legal Guardian	Dated:
Printed Name:	
PHOTO RELEASE I understand that in order to continue providing its free community are in part solicited through publicity. In order to contribute to its my/my child's photograph for promotional, public relations and re Passenger #1 (initial) Passenger #2 (initial)	efforts, I grant Mercy Medical Angels permission to take and use lated uses.
COMMAND PILOT AFFIRMATION I certify that I am in compliance with all provisions of the Pilot Af but not limited to:	ffirmation I agreed to when I became a Command Pilot, including
61.53.	cal deficiency that precludes my acting as pilot in command per FAR
instrument experience under FAR 61.57(c) 4. The aircraft to be flown has a valid standard airworthiness certifies airworthy in all respects per FAR Part 23 for flights carrying past 5. Whether flying rented or owned aircraft, I have in force liability \$1,000,000 per occurrence and \$100,000 per seat. 6. If I am renting an aircraft, I have met the requirements of the rengood standing and I have met all requirements to fly club airplanes for I have flown at least 50 hours as pilot-in-command in the last 1 a Flight Review (per FAR 61.56); added a new Rating; or complet 8. I have at least 500 PIC hours and at least 50 of these hours have	ry insurance applicable to the flight providing minimum coverage of a sting agency for currency. If I belong to a flying club, I am a member in for which I am approved. 2 calendar months. If not, within the last 12 months I have completed: ted an Instrument Proficiency Check (per FAR 61.57(d)).
Command Pilot:	Dated:

Send by US Mail or FAX prior to flight to: Mercy Medical Angels, 4620 Haygood Road, Virginia Beach. VA 23455 Toll Free Phone: 800-296-3797 Fax: 855-827-6026

