



## COMPLETE WAIVER AND RELEASE OF LIABILITY AGREEMENT

Mercy Flight™ Southeast

***IMPORTANT! Read both pages of this Complete Waiver and Release of Liability Agreement (“Agreement”) carefully. It is intended to be a legally binding document. You may want to consult an attorney to obtain advice about this document. By signing this Agreement, you are indicating your express acceptance of the following terms and conditions:***

1. Mercy Flight™ Southeast has arranged for the transportation of the Passenger in a general aviation, propeller driven aircraft (“Aircraft”) in connection with a humanitarian mission (“Proposed Mission”). The Passenger is receiving this service for free and Mercy Flight™ Southeast, the Pilot, and Co-Pilot (if applicable) are providing this service on a completely voluntary and humanitarian basis without compensation.

2. The Passenger is riding in the Aircraft voluntarily, of his or her own free choosing and will, without force or coercion, and after careful consideration of the risks associated with riding in the Aircraft. These risks include property damage, personal injury, and death, which may result from, among other things, turbulence, mechanical or equipment malfunctions, emergency landings, or accidents. The Passenger expressly assumes these risks and understands that the Proposed Mission may not be completed. The Passenger has considered other forms of transportation and, after considering such, has chosen to ride in the Aircraft. The Passenger is not required to ride in the Aircraft and the Passenger’s medical condition does not otherwise necessitate riding in the Aircraft. The Proposed Mission does not constitute a critical medical flight and the Aircraft is not a charter or ambulance aircraft. Accordingly, the Aircraft is not equipped with any medical equipment and no medical assistance can be provided to the Passenger on the Aircraft. **WARNING: INDIVIDUALS WHO SUFFER FROM CLAUSTROPHOBIA, HEART CONDITIONS, PHYSICAL DISCOMFORT OR IMPAIRMENT, NERVOUSNESS, ANXIETY, PANIC ATTACKS, OR PREGNANCY ARE STRONGLY ENCOURAGED TO CONSULT WITH A PHYSICIAN PRIOR TO THE PROPOSED MISSION.**

3. In consideration of the free service being provided to the Passenger, which the Passenger acknowledges as being sufficient legal consideration to support this Agreement, the Passenger completely waives and releases the following parties (“Released Parties”): (a) Mercy Flight™ Southeast and Angel Flight America, Inc., together with their chapters, affiliates, officers, directors, shareholders, members, employees, agents, contractors, volunteers, assigns, successors, insurers, and attorneys; and (b) the Pilot and the Co-Pilot (if applicable), together with their heirs and personal representatives; and (c) the Aircraft Owner, Lessee (if applicable), and Lessor (if applicable), and each of them, together with their heirs and personal representatives and, if the Aircraft Owner, Lessee (if applicable), or Lessor (if applicable) is a corporation or other legal entity, their officers, directors, shareholders, members, employees, agents, contractors, volunteers, assigns, successors, insurers, and attorneys.

4. The Passenger forever waives, releases, and discharges each of the Released Parties from any and all claims and demands of any nature, including, but not limited to, economic damages; non-economic damages; special damages; incidental and consequential damages; and property damage, personal injury, and death, which directly or indirectly arise out of the Proposed Mission or the delay, inability, cancellation, or failure to complete the Proposed Mission either timely or wholly, including the boarding and deboarding of the Aircraft. **IN DOING SO, THE PASSENGER IS RELEASING EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS OR DEMANDS OF ANY NATURE WHICH MAY ARISE, EITHER DIRECTLY OR INDIRECTLY, OUT OF THE RELEASED PARTIES’ OWN NEGLIGENCE OF ANY FORM.** It is the intent of this Agreement to protect each of the Released Parties from lawsuits, claims, and demands and to otherwise hold the Released Parties harmless from lawsuits, claims, or demands which in anyway relate to, either directly or indirectly, the Proposed Mission, even if the claimed damages or injuries are not immediately apparent. The Released Parties are relying upon the acknowledgments set forth in this paragraph and this Agreement.

5. The Passenger has had a sufficient amount of time to read this Agreement in its entirety prior to boarding the Aircraft and further acknowledges that he or she fully understands every word contained in this Agreement and the purpose and intent of this Agreement. A duplicate, photocopy, or facsimile image of this Agreement shall have the same legal effect as the original Agreement and in the event that the original Agreement is lost, destroyed, or misplaced, a duplicate, photocopy, carbon copy, or facsimile image of this Agreement shall be substituted for the original Agreement.

6. This Agreement applies not only to the Passenger for whose benefit the Proposed Mission is being made, but also to each individual accompanying the Passenger, each of whom shall be considered a Passenger for the purposes of this Agreement. This Agreement also applies to any future Proposed Mission involving the Passenger. If any of the Passengers are under the age of 18 at the time of the Proposed Mission, a parent’s (or legal guardian’s) signature on behalf of the minor Passenger shall be binding on both the parent (or legal guardian) and the minor Passenger.

7. The provisions contained in this Agreement may not be modified, except through a written modification which must be signed by the Passenger, Mercy Flight™ Southeast, and the Pilot. This Agreement represents the entire understanding between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements or representations of the parties. The Passenger is not relying upon any verbal representations made by any of the Released Parties or anyone else with respect to the Proposed Mission. This agreement is governed by the laws of the State of Florida. In the event of litigation pertaining to this agreement or the Proposed Mission, the exclusive forum, venue, and place of jurisdiction shall be in Lake County, Florida (for civil actions filed in state court), or the Middle District of Florida, Ocala Division (for civil actions filed in federal court), with the prevailing party being entitled to collect reasonable attorney's fees, costs, and expenses from the non-prevailing party. The Passenger agrees that this Agreement shall be interpreted to provide as broad and liberal protection as possible in favor of each of the Released Parties. For the purposes of this Agreement, the Passenger voluntarily submits himself or herself to the personal jurisdiction of the state and federal courts in Florida and otherwise waives any objections to any state or federal court in Florida exercising personal jurisdiction over the Passenger. This Agreement shall inure to the benefit of, and bind the heirs, personal representatives, successors, and assigns of the parties hereto. Whenever used, the singular shall include the plural and the plural the singular. If any provision of this Agreement shall be held unenforceable or void, then such provision shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions or the validity of this document. **THE PASSENGER HEREBY WAIVES THE RIGHT, WHICH HE OR SHE MAY HAVE, TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING FROM OR RELATING TO, EITHER DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR THE PROPOSED MISSION. BY SIGNING BELOW, PASSENGER ACKNOWLEDGES THAT HE OR SHE HAS READ BOTH SIDES OF THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTANDS THE MEANING AND PURPOSE OF THIS AGREEMENT.**

8. You are granting Mercy Flight™ Southeast permission to publish your photograph for public relations and publicity purposes. No compensation shall be due to you or anyone else for the use of your photographs.

**Mission No.** \_\_\_\_\_ **Pilot** \_\_\_\_\_

**SECTION I: TO BE COMPLETED BY ADULT PASSENGERS**

_____ Printed Name of Passenger	_____ Signature of Passenger	_____ Date
_____ Printed Name of Companion	_____ Signature of Companion	_____ Date
_____ Printed Name of Companion	_____ Signature of Companion	_____ Date
_____ Printed Name of Companion	_____ Signature of Companion	_____ Date

**SECTION II: TO BE COMPLETED BY PARENT (OR LEGAL GUARDIAN) OF MINOR PASSENGER**

\_\_\_\_\_  
Printed Name of Minor Passenger

_____ Printed Name of Parent (or Legal Guardian)	_____ Signature of Parent (or Legal Guardian)	_____ Date
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\_\_\_\_\_ By initialing here, you are granting Mercy Flight™ Southeast permission to publish your minor's photograph for public relations and publicity purposes. No compensation shall be due to you, your child, or anyone else for the use of your photographs.

**SECTION III: TO BE COMPLETED BY A WITNESS**

I hereby acknowledge that I have witnessed the foregoing signature(s).

_____ Printed Name of Witness	_____ Signature of Witness	_____ Date
_____ Address of Witness (Street Address, City, State, Zip Code)		_____ Telephone Number of Witness