



Flying Samaritans®

SAMARITANOS VOLADORES

Mother Lode Chapter · P.O. Box 686 · Fair Oaks, CA 95628-0686 (916) 551-1212

FLYING SAMARITANS RELEASE OF LIABILITY

FROM

PLEASE PRINT NAME

This Document Affects Important Rights – Read it Carefully

The Flying Samaritans (hereinafter "Flying Sams") is a charitable non-profit organization made up of eleven (11) chapters in two states. Flying Sams arranges non commercial flights 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 elect to travel to Mexico by ground vehicular transportation). In order to arrange this charitable flight service, without fear of lawsuits or liability in the event of an accident, Flying Sams requires that all aircraft and vehicular passengers and all pilots 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 hold liable, the parties being released for any injury, death or property damage sustained in connection with any Flying Sams aircraft trip, ground transportation related to the aircraft trip, or separate ground vehicular transportation in connection with a mission. The **parties being released** are: The Flying Sams parent organization and all Flying Sams chapters, including their directors, officers, agents, attorneys, and non profit 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 traveling in private aircraft necessarily entails the risk of bodily injury, death and property damage, from pilot error or other operational errors. In addition, accidents 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, unsuccessful search and rescue, unfavorable weather or terrain conditions, latent defects in aircraft, the possibility of contaminated fuel, terrorist acts, lack of sufficient security for aircraft and personnel, or other causes. Notwithstanding the hazards of flying in small aircraft, which may be foreseeable but not specifically identified herein, **I Agree** to 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 because of the **negligence or other unintentional wrongdoing** of the parties being released.

I understand and acknowledge that Flying Sams may introduce me to a volunteer pilot in order to arrange a trip, but that Flying Sams makes no representations or warranties regarding the safety of the trip, the safety of the pilot or the safety of the aircraft. The pilot in command alone, will determine the place and time of departure, the safety and airworthiness of his or her aircraft, the route or path of the flight, the adequacy of the weather, trip security, the altitude of the flight, and destination airports and all other considerations of safety and security.

I understand and acknowledge that the Flying Sams mission is a non-profit charitable activity, approved under Internal Revenue Code § 501 (c) (3), and that the directors, officers and volunteer pilots 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 am a volunteer traveler on a Flying Sams charitable flight and while I may share in the cost of the trip, I am not paying a fare for a trip. Any donations I make to Flying Sams are for its non-profit mission activities and not as compensation or fare for the flight(s).

I understand and acknowledge Further, Flying Sams does not have any insurance that would cover an aircraft accident on a 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 pilots promise that the policy coverage will be in effect for any Flying Sams-related flight. Accordingly, **I understand**, that the pilot's aircraft liability policy is the only insurance available for the flight for injury, death or property damage in connection with this trip.

PROMISES BY RELEASOR

In consideration of an opportunity to participate in a Flying Sams mission, I hereby make the following promises in connection with 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 any and all claims or demands, for any and 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 flight, related ground transportation or separate ground vehicular transportation. This Release applies whether damages are caused by the **negligence or any other unintentional wrongdoing** of the parties being released. I also **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.

I **understand and Promise** 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. While 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 trip. 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 on Flying Sams trips.

I **understand and Promise** that I am an adult of at least 18 years of age. My decision to participate as a passenger or pilot on this private non-commercial flight is a voluntary decision and that it has not been coerced in any way. I have been given this document in advance. 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 Promise** 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 agreement. By signing this Release, I have not only agreed to personally waive any liability claim, but also 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 Promise** that by signing this Agreement, 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 the event 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 Promise** that this Release is a full and complete agreement. No other information can be used to modify or alter the terms of this Liability Release. This Release is a fully-integrated, final and complete statement of the Release of Liability that I have agreed to. If any provision of this Release is declared invalid, the remaining provisions remain enforceable.

I **understand and Promise** that regardless of where this document is executed, this Liability Release is deemed a private contract entered into in California, if I am traveling with a California chapter, and 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 Sams mission, 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 the Release of Liability, the prevailing party shall recover attorneys' fees and costs from the other party.

SIGNATURE OF RELEASOR:

WITNESS TO SIGNATURE:

Date: _____

Date: _____

By: _____
Signature of Releasor

By: _____
Witness Signature

Printed Name

Printed Name

Please send the completed form to the Mother Lode Chapter address printed on page 1.