Initial: _____

GOLD COAST CHAPTER / WWW.FLYINGSAMS.ORG / P.O.BOX 13302, SAN LUIS OBISPO, CA 93406

FLYING SAMARITANS RELEASE OF LIABILITY

FROM

_____

PLEASE PRINT NAME

This Document Affects Important Rights - Read It Carefully
(must be signed prior to participating in any FS clinic activity)

The Flying Samaritans (hereinafter "Flying Sam's") is charitable non profit organization made up of eleven (11) chapters in two states. Flying Sam's arranges non-commercial flights and ground vehicle transportation in support of its mission to provide medical help to the needy in Mexico. Private air travel arranged by Flying Sam's is provided by charitable pilots who volunteer and donate their time to fly private aircraft in support of Flying Sam's' missions. Some volunteers elect to travel to meetings and missions in Mexico by ground vehicular transportation. In order to arrange charitable flight service and hold meetings without fear of lawsuits or liability in case of accident, Flying Sams requires that, the pilots, drivers and passengers of all aircraft and vehicles, read and sign this Release of Liability.

By your signature on this Release of Liability, you as Releasor, will waive Your legal rights to make any claim against the parties being released for any injury, death or property damage sustained in connection with any Flying Sams arranged flight or meeting, ground transportation related to the aircraft trip or meeting, and/or separate ground vehicular transportation in connection with a meeting or mission. The parties being released are: The Flying Sams parent organization and all Flying Sams chapters, including their directors, officer, agents, attorneys, and non pilot volunteers. Additionally, the volunteer pilots and vehicle drivers 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 or Vehicles necessarily entail the risk of bodily injury, death and property damage, from pilot error or driver error or other operational errors. In addition, 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 hazards of flying in small aircraft or traveling in vehicles, which may be foreseeable but not specifically identified herein, I Agree, expressly and voluntarily, to assume all risks and full responsibility for any bodily injury, death or property damages arising out of or related to a Flying Sams flight or Vehicular trip 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 or driver in order to arrange a trip; however, Flying Sams makes no representations or warranties regarding the safety of the trip, the safety of the pilot or driver, or the safety of the aircraft or vehicle. The pilot in command or driver, will determine the place and time of departure, the safety and airworthiness of the aircraft or vehicle, 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' missions and meetings are nonprofit charitable activities, 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's Directors, Officers and volunteers may be immune to suit under various federal and state laws. While I am a volunteer traveler on a Flying Sam's charitable flight or vehicle, I may share in the cost of a trip but I am not paying a fare for a trip. Any donations I make to Flying Sam's are for its non-profit mission activities and not as compensation or fare for the transportation.

I understand and acknowledge that Flying Sam's does not have any insurance that would cover an aircraft or vehicle accident on a mission or meeting. 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 vehicle drivers are expected to carry their own insurance. The pilots promise that the policy coverage will be in effect for any Flying Sam's-related flight. Accordingly, I understand and acknowledge that the pilot's aircraft liability policy or the driver's vehicle policy is the only insurance available for the flight for injury, death or property damage in connection with this transportation.

PROMISES BY RELEASER

In consideration of an opportunity to participate in a Flying Sam's' mission or meeting, I hereby make the following promises in this Release of Liability, which I execute as Releaser:

The undersigned Releaser, 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 all claims or demands, for 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 Sam's arranged trip, 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 and drivers from liability for any damages in excess of their insurance coverage. I agree 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 contribution, indemnity or partial indemnity right 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.

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. 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 Sam's mission or meeting. By signing this Release, I am giving the parties being released a continuous and ongoing release that includes this mission or meeting, as well as subsequent flights or transportation in aircraft or vehicles on Flying Sam's' trips or meetings.

I understand and Promise that I am an adult of at least 18 years of age. My decision to participate as a traveler to a meeting or mission is a voluntary decision and it has not been coerced in any way. I have been given this document in advance; thus, I am under no pressure to make an immediate decision to take this trip on this aircraft or vehicle. 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 or drive 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 either 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.

Flying Samartans®

I understand and Promise that by signing this Agreement, 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 case 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 Sam's mission or meeting, 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 this Release of Liability, the prevailing party shall recover attorney's fees and costs from the other party.

SIGNATURE OF RELEASOR:	WITNESS TO SIGNATURE:
Date: _____	Date: _____
By: _____	By: _____
Signature of Releasor	Witness Signature
_____	_____
Printed Name	Printed Name