



## **COMPLETE WAIVER AND RELEASE OF LIABILITY AGREEMENT**

**This document must be signed and returned prior to departure**

***NOTE: This Complete Waiver and Release of Liability Agreement ("Agreement") is intended to be a legally binding document. Read all pages carefully and completely. You may wish to consult an attorney to obtain advice about this document. By your signature on this Agreement, you indicate your acceptance of all terms and conditions below.***

1. CAIRFLIGHT INC has arranged for transportation in a certified general aviation aircraft ("Aircraft") in connection with a humanitarian mission ("Planned Mission"). The Passenger receives this service free of charge; and the Pilot and/or Co-Pilot provide this service on a humanitarian basis, voluntarily and without compensation.

2. The Passenger has chosen to ride in the Aircraft voluntarily; after careful consideration of the risks associated with this activity. These risks may include property damage, personal injury and death, which may result in part from turbulence, mechanical or equipment malfunctions, emergency landings, or accidents. The Passenger expressly assumes these risks and understands that the Planned Mission may not be completed. After considering other forms of transportation, the Passenger has chosen to ride in the Aircraft by his own free will. Nothing in his condition requires riding in the Aircraft, and the Planned Mission is neither medically critical, nor charter or air ambulance and no medical assistance can be provided.

**WARNING: ALL PASSENGERS ARE COMPLETELY RESPONSIBLE FOR THEIR OWN SUITABILITY TO FLY, AND ARE STRONGLY ENCOURAGED TO CONSULT A PHYSICIAN PRIOR TO THE PLANNED MISSION SHOULD THEY HAVE CONCERNS SUCH AS, BUT NOT LIMITED TO, CLAUSTROPHOBIA, HEART OR RESPIRATORY CONDITIONS, PHYSICAL IMPAIRMENT OR DISCOMFORT, NERVOUSNESS OR OTHER FORMS OF ANXIETY, OR PREGNANCY.**

3. By accepting this free service, Passenger acknowledges its legal sufficiency to bind this Agreement. Therefore, through this Agreement the Passenger completely waives, releases and holds harmless any and all parties ("Released Parties") directly or indirectly involved in providing such services from any and all claims or demands of any nature, including, but not limited to economic, noneconomic, special, incidental, consequential or property damages, personal injury or death; whether or not directly or indirectly arising from the Planned Mission, or the delay, inability, cancellation or failure to complete the Planned Mission in whole or in part, including entering or deplaning the Aircraft or any other vehicle used. Such protection extends to all parties providing free services in the air, or on the ground and includes, but is not limited to CairFlight, its affiliates, officers, directors, shareholders, members, employees, agents, contractors, volunteers, assigns, successors, insurers and attorneys, drivers, or pilots, together with their heirs and personal representatives, successors or assigns.

4. The Passenger agrees that protections invoked under Paragraph 3 above operate in perpetuity, and Passenger waives, releases, discharges and holds harmless all Released Parties from any and all claims, negligent or otherwise, now and forever. The Passenger accepts the intent of this Agreement to protect each of the Released Parties from lawsuits, claims or demands; and to otherwise hold the Released Parties harmless from such claims, damages or injuries whether or not they are immediately apparent. Released Parties rely upon the Passenger acknowledgment and acceptance of this Agreement in its entirety.

5. The Passenger attests by signature below having had sufficient time to carefully read and understand each and every paragraph contained in the Agreement and further understands and accepts its purpose and full intent. Regarding this document, a photocopy, duplicate or facsimile image shall have the same legal effect as the original Agreement, serving as a legal substitute should the original be lost, destroyed or misplaced.

6. Within this Agreement, the term Passenger applies to each individual on board, other than the flight crew; and each of whom accepts the purpose and full intent of this Agreement, and the signature of any individual Passenger below, other than the flight crew, shall signify acceptance of this Agreement for all Passengers, whether or not they have reached their legal majority.

7. This Agreement shall remain in full force and effect for the duration of the initial Planned Mission and subsequently for any other missions requested by, or scheduled on behalf of any Passenger unless or until a written cancellation is received from Passenger. If any passengers have not achieved legal majority, the signature of a Parent or Legal Guardian shall be binding upon all Passengers.

# CAIR FLIGHT INC

11808 N 56th Street • Tampa, FL 33617  
813.690.6995 Fax: 813.985.5510  
www.cairflight.org

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8. No part or provision of this Agreement may be modified, except in writing, and requires signatures by CAIR FLIGHT INC, Passengers and the Pilot. This Agreement states the full understanding and intent between all parties, and it may not be influenced by past, present or future written agreements or oral representations of the parties. This Agreement shall be governed by the laws of the State of Florida. Any litigation pertaining to the Proposed Mission, or to this Agreement, shall be in Hillsborough County, Florida, with the prevailing party being entitled to collect reasonable attorney's fees, costs, and expenses from the non-prevailing party. The Passenger understands and agrees that this Agreement provides the broadest and most liberal protection available to the Released Parties. The Passenger voluntarily submits to the personal jurisdiction of the state and federal courts in Florida and waives all objections to any state or federal court in Florida exercising personal jurisdiction over the Passenger. This Agreement inures to the benefit of, and binds the heirs, personal representatives, successors, and assigns of the parties. If any provision of this Agreement shall be held unenforceable or void, it shall be severable from the remaining provisions and shall not affect their subsequent enforceability or validity. **THE PASSENGER HEREBY WAIVES RIGHTS TO A TRIAL BY JURY FROM ANY LITIGATION, DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PROPOSED MISSION. BY SIGNING BELOW, THE PASSENGER(S) ACKNOWLEDGE THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS PURPOSE AND MEANING.**

9. By accepting our services, you grant us permission to publish your photograph, and to edit or use your comments, verbal or written, for public relations and publicity purposes. No compensation shall be due or payable to you, or anyone else for their use.

### MUST BE COMPLETED BY ADULT PASSENGER, PARENT (OR LEGAL GUARDIAN) PRIOR TO DEPARTURE:

PILOT: \_\_\_\_\_ DATE: \_\_\_\_\_

COPILOT: \_\_\_\_\_

MISSION ID: \_\_\_\_\_ Reg. N- \_\_\_\_\_

PASSENGER: \_\_\_\_\_  
Print Name Clearly Signature

ADD'L PAX: \_\_\_\_\_  
Print Name Clearly Signature

ADD'L PAX: \_\_\_\_\_  
Print Name Clearly Signature

ADD'L PAX: \_\_\_\_\_  
Print Name Clearly Signature

### MUST BE COMPLETED BY A WITNESS PRIOR TO DEPARTURE:

I hereby acknowledge that I have witnessed the foregoing signature(s) DATE: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

City, ST,Zip: \_\_\_\_\_