

PILOTS FOR CHRIST, INTERNATIONAL, INC.
WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Document Affects Your Legal Rights. Read It Carefully.

THIS WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (“Agreement”) is executed the date set forth below, between the undersigned individual (the “Participant(s)”, or alternatively, “I”), and Pilots for Christ International, Inc. (Washington State Chapter) (“PCI”).

WHEREAS, PCI is a non-commercial, non-profit, volunteer public service organization, and its volunteer pilot(s), including _____ and _____, the Pilot Mission Assistant, are willing to use their time and aircraft to enable Participant to receive medical treatment or diagnosis, or for other compelling human needs as are determined suitable by PCI, and/or by the pilots named above, and/or by the PCI Organizations, on mutually agreed dates, to and from mutually agreeable locations; and

WHEREAS, The Participant(s) wish(es) to receive such air travel, and is willing to accept the terms of this Agreement;

NOW THEREFORE, for valuable consideration, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Participant(s), with the intention of binding himself, herself, and/or themselves, and any minors or other incompetent persons under my care or control, and their respective spouse(s), heirs, legal representatives, estates, successors, and assigns, hereby expressly hold(s) harmless, indemnify(ies), release(s), discharge(s), and covenant(s) not to sue PCI, its pilot(s), and those persons acting on its behalf, including mission coordinators, referring agencies, board members, and all others associated with PCI who have assisted in arranging air transportation, their respective officers, directors, employees, volunteers, agents, assigns, and all of the members, associate members, assistants, participants, owners, officers, directors, employees, agents, successors and assigns of such entities (the “PCI Organizations”), and/or any of them, none of whom admit any liability, from any and all claims, demands, actions, causes of action, suits, judgments, costs or expenses, upon or by reason of any damage, loss or injury, known or unknown, and/or death, on account of or in any way arising or that may arise from, or be related to, the Participant(s) participating in any way in one or more flight(s) arranged by or through PCI or through any of its chapters (the “Flights”), or otherwise engaging in any and all of the activities of the PCI Organizations (hereinafter the “Activities”).

2. Participant understands and acknowledges that PCI pilots are not employees of, or controlled by, PCI, but rather are volunteer members of PCI, who have agreed to donate their aircraft and services to provide air transportation. Although PCI is deeply concerned about the safety of passengers receiving air transportation, PCI has no practical means of directly assessing and monitoring the competence, proficiency or safety of its pilots. In an effort to optimize safety, PCI has a system of ensuring, to the extent feasible, that each of its pilots meets basic minimum experience standards, and holds the appropriate Federal Aviation Administration licenses for a given flight and aircraft. PCI relies on the Federal Aviation Regulations, a pilot’s devotion to complying with those regulations, and the pilot’s affirmation to PCI that he or she will observe specified precautions on all mission, to achieve safety.

3. Participant understands and acknowledges that PCI pilots are volunteering their services and aircraft (and if necessary, ground transportation), and are not financially reimbursed for their services, or the expenses of their agreeing to provide air transportation. As such, PCI, and those persons acting on its behalf, including mission coordinators, referring agencies, board members, pilots, and all others associated with PCI, are relying upon Participant signing this Agreement in return for their providing charitable services, and that, but for Participant signing this Agreement, such services would not be provided.

4. I AM AWARE THAT PARTICIPATION IN FLIGHTS WITH PILOTS FOR CHRIST, INTERNATIONAL, INC. (WASHINGTON STATE CHAPTER), INCLUDING BUT NOT LIMITED TO ALL ACTIVITIES DIRECTLY OR INDIRECTLY RELATED TO AND/OR ARISING FROM TRAVEL AND/OR TRANSPORTATION, INCLUDES CERTAIN RISKS, INCLUDING BUT NOT LIMITED TO

THE RISKS OF SERIOUS INJURY OR DEATH. I AM, AND/OR THE PARTICIPANT(S) IS/ARE, VOLUNTARILY PARTICIPATING IN A FLIGHT ARRANGED BY OR CONDUCTED IN CONNECTION WITH PCI, WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND I HEREBY AGREE TO ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ALL OF THE RISKS INVOLVED.

_____ (Initial)

5. The Participant(s) hereby intend(s) to and do(es) voluntarily and knowingly waive, release, and extinguish any and all obligations owed to him/her/them by PCI and/or the PCI Organizations now existing or that may arise as a result of the Participant's participation or involvement in the Flights and/or the Activities.

6. In the event the person participating in the Activities is a minor or other incompetent person within the care and/or control of the Participant(s) (the "Child"), the undersigned hereby affirms legal guardianship and/or responsibility over the minor/legally incompetent Participant and authorize(s) and consents to said Child participating in the Flights and/or Activities, and the undersigned agree(s) to indemnify and hold PCI and/or the PCI Organizations harmless from any claims for injuries, death, or damages which said minor/legally incompetent individual may bring, or which may be brought on their behalf(s), and/or from any demands, suits or actions arising out of or in any way related to the Child's participation in the Flights and/or Activities, or as a result of, or arising from, transportation arranged by PCI and/or by the PCI Organizations.

7. I understand it is my sole and exclusive responsibility to purchase any flight or accident insurance should I desire to be insured on this flight.

8. I understand that I may be photographed by PCI and/or the PCI Organizations. I agree to allow my photograph, video, film likeness, or reproductions thereof to be made through any media, including any electronic media, to be copyrighted and used for any legitimate purpose by PCI and/or the PCI Organizations or their assigns. To the fullest extent allowed by law, I hereby waive any rights of publicity or privacy that I may have in my name or likeness.

9. The Participant(s) warrant(s) and represent(s) that the Participant(s), and/or the Child (as applicable) is/are properly prepared for the Flights and/or Activities involved, and provided with all medical equipment and/or supplies that are or may reasonably be required for participation in the Flights and/or Activities.

10. The Participant(s) understand(s) and acknowledge(s) that neither PCI nor the PCI Organizations are medical providers or medical caregivers, and shall not render medical care of any kind.

11. The Participant(s) hereby declare(s) that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment, settlement and release of any and all claims, disputed or otherwise, on account of the matters above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid matters.

12. If any part of this Agreement is not enforceable, the affected provision shall be limited and/or construed in the manner or to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

13. This Agreement contains the entire integrated Agreement between the parties hereto with respect to the matters covered herein. No variations, modifications or changes herein or hereof shall be binding upon either party hereto unless set forth in writing duly executed by such party.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and jurisdiction and venue shall be in King County, Washington.

PARTICIPANT MAKE(S) THIS AGREEMENT INTENDING TO BIND PARTICIPANT AND HIS/HER SPOUSE, HEIRS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AND WARRANTS THAT HE/SHE/THEY HAVE READ THIS AGREEMENT, AND IS/ARE FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING IT AND THAT HE/SHE/THEY HAVE THE RIGHT TO CONSULT AN ATTORNEY BEFORE SIGNING, AND HAVE EITHER DONE SO OR WAIVED THE RIGHT TO DO SO.

PARTICIPANT UNDERSTANDS AND AGREES THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE HIM/HER/THEM FROM RECOVERING MONETARY DAMAGES FROM THE RELEASED PARTIES, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED IN CONNECTION WITH THE FLIGHT.

NOTICE:

THIS FLIGHT IS OPERATED BY A VOLUNTEER PILOT(S) AND IS NOT A COMMERCIAL FLIGHT (AIRLINE OR CHARTER). VOLUNTEER PILOTS, AIRCRAFT AND FLIGHTS ARE NOT REQUIRED TO MEET THE SAME STANDARDS AS COMMERCIAL FLIGHTS.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 200__.

PARTICIPANT:

By: _____
_____ (Printed)

PARTICIPANT'S PARENTS AND/OR GUARDIANS:
(if Participant is a minor or incompetent person)

By: _____
_____ (Printed)
Parent/Guardian of Participant

By: _____
_____ (Printed)
Parent/Guardian of Participant

ACCEPTED.
PILOTS FOR CHRIST INTERNATIONAL, INC.
(WASHINGTON STATE CHAPTER):

I CERTIFY THAT I AM IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AVIATION REGULATIONS RELATING TO THIS FLIGHT.

By: _____
PILOT _____ (Title)

CONSENT OF MISSION FLIGHT ASSISTANTS

I have read and understand all of the above. As a Mission Flight Assistant I agree to **hold harmless** PCI and the PCI Organizations identified in Paragraph 1 above from any and all liability including, but not limited to, liability for negligence for any personal injury or property damage I might suffer, and for any wrongful death or survival action which my heirs and/or my Estate might bring arising from my being a mission flight assistant on the Flights or during the Activities identified above.

By: _____
Mission Assistant

DATED: _____