



(TO BE MAILED PRIOR TO FLIGHT)

GRACE FLIGHT OF AMERICA
AIR TRANSPORT WAIVER OF LIABILITY

1. Grace Flight of America, a non-commercial, non-profit volunteer public service organization, and its volunteer pilot(s) including

hereby agree to provide the following passenger(s)

with air transportation (and if necessary, ground transportation), free of charge, for the passengers convenience in obtaining, assisting with or returning from medical treatment or diagnosis, or for other compelling human needs as are determined suitable for Grace Flight of America missions.

2. It is understood that Grace Flight of America 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 perform that Grace Flight of America Missions. As such, that Grace Flight of America, and those persons acting on its behalf, including mission coordinators, referring agencies, board members, pilots, and all others associated with that Grace Flight of America, are relying upon the signing of this Waiver in return for their providing charitable services.

3. Adults: In consideration for receiving this air transportation free of charge, I agree to **HOLD HARMLESS** Grace Flight of America, its volunteer pilot(s), and those persons acting on its behalf, including missions coordinators, referring agencies, board members, pilots, and all others associated with that Grace Flight of America who have assisted in arranging that Grace Flight of America transportation, **(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 action which my heirs and/or my Estate might bring arising from my being a passenger on an aircraft or ground transportation provided by that Grace Flight of America, and operated by pilots or others acting on behalf of that Grace Flight of America. **THIS MEANS THAT NEITHER I, NOR MY HEIRS OR ESTATE, MAY PURSUE ANY CLAIM FOR DAMAGES ARISING OUT OF GRACE FLIGHT OF AMERICA VOLUNTEER TRANSPORTATION.**

Minors or Legally Incompetent Individuals: In consideration for receiving this transportation free of charge, and on behalf of the minor/legally incompetent individuals who are to be transported, I agree to **HOLD HARMLESS** Grace Flight of America, its volunteer pilot(s), and those persons acting on its behalf, including mission coordinators, referring agencies, board members, pilots, and all others associated with that Grace Flight of America, from any and all liability, including, but not limited to, liability from negligence for any personal injury or property damage I/we, or the minor/legally incompetent passenger might suffer, and for any wrongful death action which their heirs and/or Estate might bring arising from said minor/legally incompetent individual being a passenger on a flight or ground transportation arranged by Grace Flight of America. **THIS MEANS THAT ON BEHALF OF THE MINOR/LEGALLY INCOMPETENT INDIVIDUAL I AM AGREEING THAT NEITHER THE MINOR/LEGALLY INCOMPETENT INDIVIDUAL, NOR HIS/HER HEIRS OR ESTATE, MAY PURSUE AGAINST THOSE PERSONS OR ENTITIES AS DESCRIBED HEREIN ANY CLAIM FOR DAMAGES ARISING OUT OF GRACE FLIGHT OF AMERICA VOLUNTEER TRANSPORTATION.**

THE UNDERSIGNED HEREBY AFFIRMS LEGAL GUARDIANSHIP AND/OR RESPONSIBILITY OVER THE MINOR/LEGALLY INCOMPETENT PASSENGER(S) BEING TRANSPORTED BY GRACE FLIGHT OF AMERICA, AND AGREES TO INDEMNIFY, SAVE, DEFEND, AND HOLD HARMLESS GRACE FLIGHT OF AMERICA, ITS VOLUNTEER PILOT(S), AND THOSE PERSONS ACTING ON ITS BEHALF, INCLUDING MISSION COORDINATORS, REFERRING AGENCIES, BOARD MEMBERS, PILOTS, AND ALL OTHERS ASSOCIATED WITH GRACE FLIGHT OF AMERICA, REGARDING ANY CLAIM FOR INJURIES, DEATH, OR DAMAGES WHICH SAID MINOR/LEGALLY INCOMPETENT INDIVIDUAL MAY BRING, OR WHICH MAY BE BROUGHT ON THEIR BEHALF(S), AS A RESULT OF BEING TRANSPORTED ON A GRACE FLIGHT OF AMERICA AIRCRAFT OR GROUND TRANSPORTATION.

I hereby consent to the minor/legally incompetent passenger mentioned herein being transported on that Grace Flight of America arranged transportation.

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

5. In the event any portion of this contract is held invalid, the remaining portions shall remain in full force and effect.

NOTE: THIS RELEASE MAY BE USED, AND IS DEEMED VALID, AS TO ALL GRACE FLIGHT OF AMERICA GRACE FLIGHT OF AMERICA MISSIONS ON WHICH THE UNDERSIGNED, OR THE MINOR(S)/MENTALLY INCOMPETENT(S) ON WHOSE BEHALF THIS RELEASE IS BEING SIGNED, ARE PASSENGERS.

6. As evidenced by my signature below, I have read this agreement in its entirety and agree to its terms.

(NOTE: To be signed by each adult passenger, or if a minor/legally incompetent, by both parents, or if only one parent is available, that parent, or that person with sole legal custody, or the legal guardian/conservator of the minor/legally incompetent passenger)

Signature: _____ Date: _____

Signature: _____ Date: _____

TO BE SIGNED BY GRACE FLIGHT OF AMERICA MISSION FLIGHT ASSISTANTS

I have read and understand all of the above. As a Mission Flight Assistant I agree to **hold harmless** Grace Flight of America, its volunteer pilot(s), and those persons acting on its behalf, including mission coordinators, referring agencies, board members, pilots, and all others associated with Grace Flight of America, 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 action which my heirs and my Estate might bring arising from my being a mission flight assistant on a flight arranged by Grace Flight of America. **This means that neither I, nor my heirs or Estate, may pursue against those persons or entities as described herein any claim for damages arising out of Grace Flight of America volunteer transportation.**

Signature: _____ Date: _____

PHOTO RELEASE

I understand that in order to continue providing its free community service, Grace Flight of America relies upon contributors, which are in part solicited through publicity. In order to contribute to its efforts, I grant Grace Flight of America permission to take and use my photograph for promotional, public relations and related uses.

Passenger #1 (initial) _____ Passenger #2 (initial) _____

Send by US Mail or fax prior to flight to:

Grace Flight of America
4310 Amelia Earhart Drive
Addison, TX 75001
(972) 755-0433 office
(972) 858-5492 fax

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