

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!

INITIAL

NAME	LAST	FIRST	INITIAL
ADDRESS	STREET	CITY	
	PROV/STATE	CODE	DATE OF BIRTH
CONTACT	PHONE		EMAIL
IDENTIFICATION <small>(w/ photo/birth date)</small>	DRIVER'S License NO. / PASSPORT NO.		

TO: ANGEL FLIGHT EAST KOOTENAY ASSOCIATION, and its directors, officers, pilots, employees, agents, contractors and volunteers (hereinafter referred to as the "ANGEL FLIGHT")

ASSUMPTION OF RISKS – I am aware that flying as a passenger in a light private aircraft has various risks, dangers and hazards, and has further risks than flying in scheduled commercial aircraft. These risks, dangers and hazards may include, but are not limited to: crashes arising from mechanical defect in the aircraft, weather, pilot error, collision with other aircraft and errors or failures of navigational aids or air traffic controllers; hazards and injury resulting from transport in an unpressurized aircraft; and **NEGLIGENCE ON THE PART OF ANGEL FLIGHT OR THEIR AGENTS, PILOTS, CONTRACTORS, EMPLOYEES AND VOLUNTEERS ASSISTING WITH THE OPERATIONS OF ANGEL FLIGHT.**

I AM AWARE OF THE RISKS OF THE AFORESAID RISKS AND I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Angel Flight providing air transport to me at no or nominal cost, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledge, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against **ANGEL FLIGHT, THEIR AGENTS, THEIR PILOTS, CONTRACTORS, EMPLOYEES AND VOLUNTEERS**, including their directors, officers, agents, independent contractors, representatives, owners of aircraft that may be utilized by Angel Flight, their successors and assigns (all of whom are hereinafter collectively referred to as the "RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, cost, loss of income, or injury, including death that I may suffer or that my next of kin, heirs or executors, may suffer as a result of, or arising from, my air transport by Angel Flight BY REASON OF ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO: INTENTIONAL ACTS, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF VOLUNTEERING FOR ANGEL FLIGHT.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my volunteering for Angel Flight;
3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, successors and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts and the Province of British Columbia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____

Witness

Signature
Print name clearly

DOCTOR'S CLEARANCE TO TRAVEL ON ANGEL FLIGHT.

I, Dr. _____, have treated the individual who's signature appears above and am aware of no medical reason that would preclude him/her traveling on an unpressurized aircraft to a maximum height of 12,000 feet either prior to or after undergoing medical treatment/diagnosis on _____ at _____ hospital/clinic.

Signature _____ Dated _____

PHOTO RELEASE

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

Passenger #1 (initial) _____ Passenger #2 (initial) _____
(This section is not compulsory)

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED, SIGNED AND WITNESSED BY PRIOR TO VOLUNTEERING.