

Indemnity Waiver

Wednesday, December 29, 2010
3:54 PM

Pilots for Christ, International, Inc. Flight Risk Waiver

Date _____

ACKNOWLEDGEMENT OF RISK, RELEASE & INDEMNITY AGREEMENT ("AGREEMENT")

I, _____, hereby acknowledge that I have voluntarily applied to enter into and to engage in flight activities with Pilots for Christ, International, Inc., its (Good Standing) members, its (Certified) Chapters, (the "PCI"). I further acknowledge and understand that "Flight activities" includes any and all activities and services of any kind whatsoever in which I engage or observe or participate while at a location, while in an aircraft, or during flight in an aircraft conducting Federal Aviation Regulations Part 91 (General Operating and Flight Rules), flight activities in an aircraft, flown by a volunteer pilot, engaged in flying, and or flight activities, arranged by the PCI.

I ACKNOWLEDGE AND UNDERSTAND THAT FLIGHT ACTIVITIES CAN BE INHERENTLY HAZARDOUS and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself, my minor children, or of other persons. The risks include, but are not limited to: being involved in an aircraft accident; partial or total loss of, limbs, eyesight or hearing; inhalation or other harmful contact with fuel or other contaminants; and being struck by flying or falling objects. **I understand that such risks cannot be eliminated without compromising the essential qualities of the volunteer pilot & aircraft, including flight activities that you have agreed to participate in through the PCI.**

INITIAL _____

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature and condition of the aircraft that has volunteered its use, ground premises and both ground and flight environment is such that both known and unanticipated hazards exist which could create or contribute to both known and unanticipated risks inherent while observing, actually entering into a privately owned, volunteer aircraft, or in using the volunteer aircraft involved in activities of any kind whatsoever while in the aircraft on the ground, moving on ground or while in flight. I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the volunteer aircraft, its equipment, and weather environment. INITIAL _____

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the PCI volunteer pilots have no duty to undertake first-aid or rescue operations or procedures in the event any such property damage or physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries. INITIAL _____

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the PCI makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of the pilot or privately owned aircraft, however PCI reminds passengers that both aircraft and pilots must be in compliance with Federal Aviation Regulations Part 91, regarding pilot flight currency requirements and be within the pilots medical qualifications and aircraft maintenance requirements. All Volunteer Pilots will explain that they are not paid, professional pilots and are not required to meet the same qualifications of commercial pilot operations. INITIAL _____

As lawful consideration for being permitted by the PCI to enter into the private volunteer aircraft presented, and to use the private volunteer aircraft or equipment and to engage in or observe flight, flying and other activities in the privately owned volunteer aircraft presented for use,

I agree as follows:

I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS EXISTING BY USE OF THE PRESENTED VOLUNTEER PILOT, PRIVATELY OWNED AIRCRAFT, AND IN ENTERING INTO THE PRESENTED VOLUNTEER PILOT's, PRIVATELY OWNED AIRCRAFT AND IN USING SAID AIRCRAFT OR EQUIPMENT AND IN ENGAGING IN OR OBSERVING FLIGHT, FLYING AND OTHER ACTIVITIES AT THE AIRCRAFT LOCATION AS PRESENTED.

INITIAL _____

I AGREE to assume all responsibility and liability for any act or acts, even any negligent, reckless or criminal act or omission to act, of my presence in using the presented privately owned volunteer pilot aircraft.

INITIAL _____

Pilots for Christ, International, Inc. Flight Risk Waiver

I AGREE to abide by the PCI / Volunteer Pilots/ Applicable FAR specifically Part 91 Rules.

INITIAL _____

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS the PCI from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, including reasonable attorneys' fees and costs, that I, my next of kin, heirs, guardians, representatives or assigns, or anyone else, may have for property damage, personal injury or death, whether suffered by me, by my minor children, or by anyone else, resulting from me or my minor children entering into the privately owned, volunteer pilot aircraft, using said aircraft or equipment, or engaging in or observing flight, flying and other activities at, and in said aircraft, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by the PCI, FAA or the NTSB. INITIAL _____

I ACKNOWLEDGE AND AGREE that this Agreement shall be interpreted and enforced under the laws of the State of Michigan, and that the venue for any action or proceeding shall be the State of Michigan, without regard for the conflict of law rules of the State of Michigan. INITIAL _____

I FURTHER ACKNOWLEDGE AND AGREE that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision or portion is held to be invalid, void or otherwise unenforceable, I agree and intend that the remaining provisions or portion shall continue and remain in full legal force and effect. INITIAL _____

I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after and shall be applicable to each and every occasion that I enter into a privately owned aircraft presented by a volunteer pilot on behalf of their membership in Pilots for Christ, International, Inc. as an At-Large member or a member of a PCI specific Chapter, the PCI. INITIAL _____

I have carefully read this "Acknowledgement of Risk, Release & Indemnity Agreement" and fully know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement, which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and by an authorized agent of the PCI.

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS, THAT I AM AGREEING NOT TO SUE PCI, its MEMBERS, CHAPTERS, AND RELEASING AND HOLDING HARMLESS the PCI, ITS MEMBERS, AND ITS CHAPTERS, OF ALL LIABILITY.

Signed on _____, at _____

Signature: _____ Please indicate if Minor (under age 18) _____

Name: _____ Telephone: _____

Address: _____

I, the undersigned, represent and warrant that I am the Parent or Legal Guardian of the Minor, whose name and signature appear above and hereby grant my permission and consent as to such Minor. I have read the foregoing "Acknowledgement of Risk, Release & Indemnity Agreement" and fully know and understand its contents and acknowledge and agree to be bound by all its terms and conditions.

Signed on _____, at _____

Signature: _____

Name: _____ Telephone: _____

Address: _____

Date _____