

AUTHORIZATION, RELEASE OF CLAIMS AND INDEMNITY AGREEMENT FOR ADULTS

Pilot: _____ Co-Pilot: _____

Aircraft/Vehicle (Type and Number): _____

Patient(s) and Supporting Passenger(s): _____

This Authorization, Release of Claims, and Indemnity Agreement ("Release") shall be valid as to all flights provided by Angel Flight (as defined below) to the Patient(s) and Passenger(s) named herein. The fact that specific flight information, including the identity of the pilot, co-pilot, or aircraft/vehicle is not provided herein is immaterial with respect to the enforceability of this Release. Notwithstanding the general nature of this Release, you may be asked to sign another Release for administrative purposes, including on the day of your flight(s).

I/We, _____, understand that Angel Flight of New England, Inc. (also know as Angel Flight Northeast) (hereinafter referred to as "Angel Flight") has arranged, or will arrange, one or more flights or other transportation (including, but not limited to, "Earth Angel" transportation by ground vehicle), free of charge, for my convenience in obtaining, assisting with, or returning from medical treatment or diagnosis, or for other compelling humanitarian needs and flights of compassion as are determined suitable for Angel Flight missions and that the accomplishment of the objective of any flights or other transportation provided or arranged by Angel Flight is not guaranteed. I understand that Angel Flight and the pilots, co-pilots, operators, owners and/or lessors of the aircraft described above and any other vehicles used for these purposes are volunteering their services, time, skills, flight, aircraft, vehicles, and other related costs and expenses and that they are not being reimbursed for their costs, expenses, or services. As such, I understand that Angel Flight, the pilots, co-pilots, operators, owners and/or lessors of the aircraft described above and any other vehicles used for these purposes, and the other persons and entities being released by me are expressly relying on my execution of this release as a material pre-condition for their agreement to provide the volunteer transportation services to me at any time. I also understand that the pilot or co-pilot on any Angel Flight flight may be unable to provide any assistance to patients or passengers in boarding or exiting the aircraft, that patients and passengers are personally responsible for boarding and exiting the aircraft without assistance from the pilot or co-pilot, and that patients and passengers are responsible for providing their own medical assistants. I also acknowledge that I am flying on the Aircraft and/or riding in the vehicles arranged for by Angel Flight voluntarily and of my own free will.

In consideration of the furnishing of services, time, skills, flight, transportation, aircraft, vehicles, and other related costs and expenses being arranged and provided, I hereby agree to forever release, discharge, and hold harmless the pilot, co-pilot, operators, aircraft and vehicle owner(s) and/or lessors of the Aircraft (as applicable), Angel Flight America, Inc., Angel Flight of New England, Inc., Angel Flight Northeast, and any other similarly named entity, each of their respective divisions, parents, subsidiaries, wings, member organizations, affiliates, chapters, officers, directors, agents, employees, volunteers, insurers, heirs, assigns, and successors in interest, and any and all entities who referred me to Angel Flight (hereinafter collectively referred to as the "Released Parties"), from any and all claims, demands, liability (under the law of any state or country), fees, expenses, and costs of any kind whatsoever that I may have or claim to have on account of or in any way related to or arising from, directly or indirectly, the proposed transportation, the cancellation or delay of the transportation, and/or the failure to provide return transportation.

This Release specifically includes, but is not limited to, any and all alleged negligent acts, errors, and omissions of any of the Released Parties. In addition to economic damages, costs, and expenses, this Release also specifically covers any and all damages for personal injuries, deaths, and conditions of health, whether or not immediately apparent following any flight or other transportation, or which may at any time thereafter occur.

As evidenced by my execution of this Release, I regard the services, time, skills, flight, aircraft, transportation, vehicles, and other related costs and expenses being furnished to me by the Released Parties as significant, material, and valuable consideration in exchange for this Release, and I value this consideration as a significant, material factor in my present and continuing well-being and physical prosperity. I have completely read and fully understand this document. I have spoken with a mission coordinator and/or other persons associated with Angel Flight regarding any and all questions concerning the proposed flight or other transportation. To the extent that there is any portion of this document that I did not fully comprehend, I understand that I had and continue to have the right to obtain legal advice from an attorney of my choice.

This agreement shall be binding upon all of my heirs at law, assigns, and successors in interest of all parties hereto. By my execution of this Release, I hereby manifest and make known my present wishes and intent that no representative of my estate take any action to pursue any claims based in tort, contract, or brought under any applicable wrongful death or other statute in the unlikely event that I suffer personal injury or incur any other type of damages during my transportation by Angel Flight. Similarly, I wish to manifest and make known my present wishes and intent that none of my relatives, heirs and assigns pursue any claim for loss of consortium or loss of support against Angel Flight in the unlikely event that I die or suffer personal injury or incur any other type of damage during my transportation by Angel Flight. In stating my wishes and intent in this regard, I reiterate that I am receiving the transportation services provided by Angel Flight on a purely charitable basis and, therefore, do not wish to see Angel Flight exposed to any legal liability to me, my heirs and/or relatives as a result of Angel Flight's (or the Released Parties') providing me with air transportation at no cost to me.

This agreement may be enforced by any party hereto and/or by any person or organization released in this agreement. I agree that this agreement shall be governed and interpreted by the laws of The Commonwealth of Massachusetts in a court of competent jurisdiction within The Commonwealth of Massachusetts.

Angel Flight Northeast
492 Sutton Street
North Andover, MA 01845-1505
Telephone: 978-794-6868

Fax: 978-794-8779

Signature of Patient or Passenger

Print Name of Patient or Passenger

Signature of Patient or Passenger

Print Name of Patient or Passenger

Date: _____

Please initial below if you agree to allow Angel Flight of New England, Inc. or any related entities to use your name(s) and photographs in any reports of the proposed flights that might appear in newspapers, radio, television or other Angel Flight of New England, Inc. public relations activity. If you do not agree to public use of your name(s) it will not be used.

Patient(s) and/or Passenger(s)' Initials