

FLYING DOCTORS OF AMERICA
DIVISION OF MEDICAL MERCY MISSIONS, INC.

RELEASE, INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

I, the undersigned, intend to participate in various activities that may be conducted, organized, or sponsored by Medical Mercy Missions, Inc. d/b/a FLYING DOCTORS OF AMERICA, its directors, officers, employees and agents (hereinafter individually and collectively "FLYING DOCTORS OF AMERICA"), which may include a) transportation by air and/or ground conveyance, b) activities at clinics and work sites, domestic and/or foreign, and c) lodging and/or board at various locations (hereinafter the "Activities"). In consideration of FLYING DOCTORS OF AMERICA permitting me to participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, for and on behalf of myself, my heirs, executors, administrators and assigns agree as follows:

I hereby understand, acknowledge and agree that I am assuming the risk of any personal injury, death or property damage that may result from my participation in the Activities, and I hereby knowingly release FLYING DOCTORS OF AMERICA from any and all liability, claims and suits for any such injury, death or damage.

I hereby understand, agree and covenant that I will never institute, prosecute, or in any way aid in the institution or prosecution of, any demand, claim or suit against FLYING DOCTORS OF AMERICA for any loss, damage, injury or death that I may incur or suffer as a result of my participation in the Activities from any cause whatsoever. If I or my heirs, administrators, executors or assigns should demand, claim, sue or aid in any way such demand, claim or suit, I agree to indemnify, reimburse and hold harmless FLYING DOCTORS OF AMERICA for all damages, expenses, and costs it may incur as a result thereof.

There are no representations, understandings or agreements, oral or written, concerning the subject matter hereof which are not superseded by, or merged within, this Release, Indemnity Agreement and Covenant Not to Sue, and this document expresses the entirety of the agreement between the parties concerning the subject matter hereof. The provisions of this Agreement are severable, and the invalidity of any provision hereof by a court of competent jurisdiction shall not invalidate or have any effect on any other provision(s) hereof, which shall continue in full force and effect. The provisions of this Agreement shall be binding upon myself, and my heirs, administrators, executors and assigns.

IN WITNESS WHEREOF, in Atlanta, Georgia, U.S.A., I have hereunto affixed my seal and signature this _____ day of _____, 20____.

SIGNATURE

PRINT NAME

AGREED AND ACCEPTED:

MEDICAL MERCY MISSIONS d/b/a
FLYING DOCTORS OF AMERICA

By: _____
Title

MISSION REFUND DISCLAIMER

"While Flying Doctors of America makes every effort to execute missions as planned and represented, it is understood and agreed by all participants that a) these missions are to less developed areas of the world, b) we necessarily rely on representations of others regarding itineraries, accommodations, travel, meals, approvals, etc., and c) fulfillment of planned missions is often beyond our control, even though we have expended funds to plan, organize, arrange transport and otherwise perform these missions. Therefore, participant understands and agrees that sums paid to Flying Doctors of America are donations, and are not subject to offset or refund, total or partial, once a mission embarks.

Signed

Date

Comments: _____

