



## WAIVER OF LIABILITY

IN CONSIDERATION FOR PROVIDING OR RECEIVING TRANSPORTATION SERVICES PROVIDED BY WINGS OF FAITH TRANSPORTATION, (HEREAFTER KNOWN AS WOF), EACH OF THE UNDERSIGNED, FOR HIMSELF, HIS PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN, DO HEREBY RELEASE, WAIVE, AND DISCHARGE ANY AND ALL RIGHTS TO SUE WINGS OF FAITH, ITS PILOTS, DRIVERS, AGENTS, DIRECTORS, BOARD MEMBERS OR MISSION ASSISTANTS IN THE EVENT OF AN ACCIDENT OCCURRING DURING THE COURSE OF TRANSPORTATION OF PASSENGERS, SUPPLIES, AND/OR EQUIPMENT.

1. Wings of Faith Ministries, also known as Wings of Faith and Wings of Faith Transportation (hereafter known as WOF), a non-commercial, non-profit, volunteer public service organization, and its volunteer pilot(s), drivers(s), have agreed to, arrange for, and provide air transportation, and if necessary, ground transportation, WOF, free of charge for the passengers convenience obtaining, assisting with, or returning from medical treatment or diagnosis, or for other compelling human needs as are determined suitable for WOF.
2. Understand that WOF pilots, and/or drivers are not employees of, or controlled by WOF, but are volunteer members of WOF who have agreed to donate their aircraft/vehicles and services to provide transportation for WOF. Although WOF is deeply concerned about the safety of passengers receiving transportation, WOF has no practical means of directly assessing and monitoring the competence or safety of its pilots and/or drivers. In an effort to optimize safety, WOF has a system of ensuring to the extent feasible, that each of its pilots meet basic minimum experience standards, and holds the appropriate Federal Aviation Administration license for the flight and aircraft. WOF relies on the Federal Aviation Regulations, a pilot's devotion to compliance with those regulations, and the confirmation to WOF that he or she will observe specified precautions on all missions, to achieve safety. Additionally, the volunteer driver(s) for WOF are required to offer proof of a valid driver's license and vehicular insurance.
3. I understand that WOF pilots and/or drivers are volunteering their services and aircraft, and if necessary, ground transportation, are not necessarily financially reimbursed for their services or expenses. As such, WOF and those persons acting on their behalf, including mission coordinators, referring agencies, board members, pilots, drivers, and all others associated with WOF are relying on the signing of this waiver in return for providing charitable services, i.e. transporting of passengers, supplies and/or equipment.

### ADULT PASSENGERS

1. In consideration for receiving air or ground transportation free of charge, I agree to HOLD HARMLESS WOF, its pilots, drivers, and those persons acting on its behalf, including mission coordinators, referring agencies, board members, and all others associated with WOF, from any and all liability arising as a passenger on transportation arranged by WOF, including but not limited to, liability for negligence for any personal injury or property damage I might suffer, and for any wrongful death or survival action which my heirs and/or my estate or personal representatives might bring.

### MINOR PASSENGERS

1. In consideration of receiving transportation free of charge, and on behalf of myself/ourselves and any minor/legally incompetent individuals who are to be transported, I agree to HOLD HARMLESS WOF, its pilots, drivers and those persons acting on its behalf, including mission coordinators, board members, and all others associated with WOF, from any and all liability arising from said minor/legally incompetent passenger on

transportation arranged by WOF, but not limited to liability for negligence for any personal injury or property damage, I/We or the minor/legally incompetent passenger might suffer, and for any wrongful death or survival action which their heirs and/or estate or personal representatives might bring. THE UNDERSIGNED HEREBY AFFIRMS LEGAL GUARDIANSHIP AND/OR RESPONSIBILITY OVER THE MINOR/LEGALLY INCOMPETENT PASSENGER(S) BEING PROVIDED WITH WOF TRANSPORTATION, AND AGREES TO INDEMNIFY, SAVE, DEFEND, AND HOLD HARMLESS WOF, ITS PILOT(S), DRIVER(S) AND THOSE PERSONS ACTION ON ITS BEHALF, INCLUDING MISSION COORDINATORS, BOARD MEMBERS AND ALL OTHERS ASSOCIATED WITH WOF, REGARDING ANY CLAIM FOR INJURY, DEATH, OR DAMAGES WHICH SAID MINOR/LEGALLY INCOMPETENT INDIVIDUAL MAY BRING, OR WHICH MAY BE BROUGHT ON THEIR BEHALF, AS A RESULT OF TRANSPORTATION ARRANGED BY WOF. I hereby consent to the minor/legally incompetent passenger mentioned herein being transported on WOF transportation.

2. In the event that any portion of this contract is held invalid, the remaining portions shall remain in full force and effect.
3. NOTE: THIS RELEASE MAY BE USED, AND IS DEEMED VALID, FOR ALL PASSENGERS, MINOR(S)/MENTALLY INCOMPETENT ON WHOSE BEHALF HAVE SIGNED THIS RELEASE FOR ALL WOF TRANSPORTATION.

**PILOT/DRIVER/MISSION ASSISTANT**

1. As a Pilot, Driver, Or Mission Flight Assistant I agree to HOLD HARMLESS WOF, its pilot(s), and those persons acting on their behalf, including mission coordinators, referring agencies, board members, and all others associated with WOF, 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 or survival action which my heirs and/or Estate might bring arising from my being a pilot, driver or mission flight assistant on a flight arranged by WOF.

**WAIVER OF LIABILITY SIGNATURE(S)**

We, the undersigned have read and understand the WAIVER OF LIABILITY. As passenger(s), parent/guardian(s), pilot(s), driver(s), or mission flight assistants(s), we agree to HOLD HARMLESS WOF, its pilots, driver(s) and those action on its behalf, including mission coordinators, referring agencies, board members, and all others associated with WOF, from any and all liability, including but not limited to, liability for negligence for any personal injury or property damage I(we) might suffer, and for any wrongful death or survival action which my heirs and estate or personal representatives might bring arising from being a passenger, parent/guardian, pilot, driver, or mission assistant on a flight or ground transportation arranged by WOF.

**TO BE SIGNED BY WOF VOLUNTEER PILOTS, DRIVERS AND MISSION FLIGHT ASSISTANTS:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

TO BE SIGNED IF PASSENGERS ARE TRANSPORTED:

Passenger or Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Passenger or Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Passenger or Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

***Signed copy must be on file prior to any WOF transportation activity.  
Wings of Faith Ministries, INC. PO Box 524, Tustin, CA 92781.***