

READ BEFORE SIGNING

**WARRANTY AND CONSENT OF PARENT/GUARDIAN
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT**

IN CONSIDERATION of my minor child /ward namely _____ (print name) being transported by private aircraft by Angel Flight

East Kootenay Association for medical treatment or diagnosis to or from

_____ (name / location of medical facility)

I WARRANT TO YOU THAT:

1. I am a parent/guardian having full legal responsibility for decisions regarding my minor child/ward the child named above.
2. 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.
3. I believe that my minor child/ward/ is physically, emotionally and mentally able to cope with transport by light private aircraft.

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD/ ADULT THAT I HAVE AUTHORITY TO MAKE MEDICAL DECISIONS FOR THE ABOVE NAMED CHILD / WARD AND FOR MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. An unqualified ASSUMPTION OF ALL RISKS associated with flying in a light private aircraft even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligence on the part of Angel Flight East Kootenay Association, and its directors, officers, employees, pilots, agents or contractors, and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of ANGEL FLIGHT EAST KOOTENAY ASSOCIATION, 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 (the RELEASEES) of and from and with respect to all injury, disability, death or loss or damage to person or property howsoever arising or caused, whether arising from negligence or otherwise, and
3. An UNDERSTANDING NOT TO SUE the RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the air transport of MY MINOR CHILD/WARD/ , and
4. An AGREEMENT TO INDEMNIFY. and to SAVE and HOLD HARMLESS the

RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage award or costs, of any form or type whatsoever, they may incur due to any claim made against them or anyone of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise.

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN AGREEING TO TRANSPORT MY MINOR CHILD/WARD.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I AND/OR MY MINOR CHILD/WARD WOULD OTHERWISE HAVE.

This agreement shall be governed by and interpreted in accordance with the laws of the province of British Columbia and Any litigation involving the parties to this agreement shall be brought within the province of British Columbia.

I AM SIGNING THIS DOCUMENT WITHOUT ANY PRESURE OR INDUCEMENT

Signature of Parent / Legal Guardian/

Printed Name of Parent / Legal Guardian /

Date of Signature

Date of Birth of Child / Ward: _____