



**WAIVER AND LIABILITY RELEASE BY
“MANOS CON ALAS MINISTRIES” VOLUNTEER**

THIS DOCUMENT AFFECTS IMPORTANT RIGHTS – PLEASE READ CAREFULLY

1. MCAM - An All Volunteer Organization.

Manos Con Alas Ministries (MCAM) is a non-profit religious corporation that provides free medical and dental services for indigent persons in the State of Baja California Sur and (BCN) Norte, Mexico, and other areas and countries, through personnel that volunteer their time and services. Because of the remote locations of the clinics through which MCAM dispenses its services, most transportation to and from the clinic sites is provided by charitable owner pilots of private aircraft who volunteer their time and aircraft. I understand that instead of flying with MCAM volunteer pilots, I may make my own arrangements for transportation to the MCAM clinics by private or public air or surface transportation.

2. Assumption of Risk.

I understand that traveling to and from Mexico, and in particular traveling in private aircraft, necessarily entails a risk of grave bodily injury or death from pilot error or other circumstances. Private aircraft flights can crash from mechanical failure, negligent maintenance, range and altitude limitations of aircraft, defects in runways and unimproved landing strips, interference by wildlife, limited or non-existent air traffic control and radar coverage in Mexico, limited approach procedures to controlled airports, lack of instrument approach and departure procedures at airports of use in Mexico, limited or non-existent search and rescue in Mexico, unfavorable weather or terrain conditions, latent defects in aircraft or other modes of transportation as in by van or car, the possibility of contaminated fuel, hostile environment or government activities, terrorist acts, lack of sufficient security for aircraft and personnel, or other causes, or a combination of causes. I expressly agree to assume the risks inherent in travel to, from, and within Mexico, by private aircraft or otherwise.

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3. No MCAM Insurance.

I understand and acknowledge that MCAM maintains *no insurance*. It has neither liability nor workers' compensation insurance. Further, I understand and acknowledge that MCAM's directors and officers may be immune to suit and that, other than the insurance carried by the MCAM volunteer pilot with whom I travel, there will be no other funds from which to recover in the event of an aircraft or vehicular accident.

4. Volunteer Pilot Insurance.

I understand and acknowledge that LIGA requires its volunteer pilots to have a minimum of \$1 million aircraft liability insurance per aircraft accident, with sub-limits no less than \$100,000 per passenger **I understand and acknowledge that the liability insurance carried by the MCAM volunteer pilot with whom I travel will be the sole source of recovery available to me and my survivors in the event of an accident in which I sustain injuries or death.**

5. MCAM Volunteer Pilot - The Final Authority As to The Safety of The Flight.

I understand and acknowledge that for practical reasons, MCAM may introduce me to a

volunteer pilot for the purpose of flying to Mexico on a MCAM mission, but that MCAM makes no representations or warranties of the pilot's experience or qualifications. While MCAM requires its volunteer pilots to have adequate flight experience and strongly suggests an instrument rating, and adequate Mexico cross country experience, and to meet all other requirements of the Federal Aviation Regulations, I understand and acknowledge that MCAM relies upon the veracity of its volunteer pilots to certify that all of MCAM requirements have been met. I further understand and acknowledge that the MCAM volunteer pilot alone will determine the place and time of departure, the safety and airworthiness of his or her aircraft, the route or path of the flight, the adequacy of the weather, trip security, the altitude of the flight, and the various airports at which the pilot intends to land. I further acknowledge that MCAM is not responsible for these choices and decisions made by the pilot. I understand and acknowledge that the volunteer pilot with whom I fly has the sole and ultimate responsibility for my safe transportation to and from Mexico for purposes of the MCAM mission. **I further understand and acknowledge that at any time I have the right to refuse to fly with any particular pilot who volunteers his or her services for the MCAM mission.**

6. Understanding of Risks.

By signing this Waiver and Liability Release, I am indicating that I fully understand and am aware of the risks referred to above and that, after consideration of those risks, I wish to participate in the charitable activities of MCAM, including flying within an aircraft owned or flown by a volunteer pilot, without imposing any risk of liability on MCAM.

7. Release and Waiver of Liability.

Being fully informed of the risks of traveling to and from Mexico to participate in a MCAM mission, and having agreed to assume those risks, I, on behalf of my heirs, successors, assigns, agents, employees, and representatives, hereby release and forever discharge:

Initial _____

a. MCAM and its directors, officers, volunteers, agents, attorneys and employees, and their families from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character, and description, known or unknown, including personal injury and death, which I may now own or hold, or have at any time heretofore owned or held, or may at any time hereafter own or hold by reason of any matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done, in connection with my travel by aircraft or other vehicle to and from clinics and medical activities presently or hereafter sponsored or organized by MCAM, its directors, officers, employees, members or volunteers, AND

b. Volunteer pilots who fly MCAM missions from any personal liability **beyond the aircraft liability insurance coverage they provide in accordance with MCAM requirements**, for any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character, and description, known or unknown, including personal injury and death, which I may now own or hold, or have at any

c. time heretofore owned or held, or may at any time hereafter own or hold by reason of any matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done, in connection with my travel by aircraft or other vehicle to and from clinics and medical activities presently or hereafter sponsored or organized by MCAM, its directors, officers, employees, members or volunteers.

8. Waiver of California Civil Code Section 1542.

Further, I am advised that California Civil Code § 1542 provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I understand and acknowledge the significance and consequences of California Civil Code § 1542 and hereby elect to waive the benefits of its provisions, with the intent that this release and waiver of liability shall include claims known or unknown, and unknown and unsuspected.

9. Full and Complete Release.

I understand and acknowledge that this Waiver and Release of Liability is intended as a complete and continuous release for all trips or transportation provided to me by MCAM volunteer pilots on or after the date that I sign this Waiver and Release of Liability.

10. Right to Legal Counsel.

I understand and acknowledge that I may seek advice from legal counsel if I have any doubt before signing this Agreement. By signing this Agreement **I acknowledge** that I have either sought the advice of legal counsel or wish to now intentionally **waive the opportunity to talk to a lawyer** by my signature on this Agreement.

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11. Understanding of This Document.

I understand and acknowledge that by signing this Agreement, I am confirming that **I understand the language used in it**. I represent that if there is any word or phrase that I did not understand, that I have sought the advice of an attorney or other person for an explanation. I acknowledge that neither I nor my heirs or representative will later claim in the event of injury, death or property damage, that I did not understand what I was signing in this Agreement.

12. Indemnification Obligation.

I agree to hold harmless and indemnify (reimburse) the parties being released for any costs or attorney’s fees that may be incurred as a result of any challenge to this Release or legal action brought in contravention of this Agreement, in litigation resulting from my injury, death or property damage, in connection with any trip with MCAM.

13. Full and Complete Agreement.

I understand and acknowledge that this Release is a full and complete agreement with regard to the risks I am taking by embarking on a MCAM trip. No other documents, oral promises or other information can be used to modify or alter the terms of this Waiver and Liability Release. This

agreement is a fully integrated, final and complete statement of the agreement I have entered into. If any provision of this Release is declared invalid, the remaining provisions remain enforceable. There are four (4) pages in this agreement and Release, and I understand and agree with all 4 pages by initialing each page in the lower right hand corner by the page numbers.

14. **California Law to Apply.**

I understand and acknowledge that this Waiver and Liability Release is a private contract entered into in California and that it shall be governed by California law, regardless of where any occurrence covered by this agreement takes place.

This Waiver and Release of Liability, when signed, shall be valid for 36 Months.

DATED: _____ / _____ / _____ SIGNED: _____

PRINTED NAME: _____

Mail to:

W. Brian Russell, C.P.A.
1250 E. Walnut Street, #122,
Pasadena, CA 91106-1889
(626) 577-8096