



COMPLETE WAIVER AND RELEASE OF LIABILITY

**Re: Flight provided in Cessna 182 CGODV Aircraft (“the Aircraft”)
Owned and operated by Russell Craig Beurivage (“the Pilot”)**

IMPORTANT: Read this Complete Waiver and Release of Liability (“Release”) carefully. It is intended to be legally binding in both the written and electronic form. By signing this Release, you are indicating your express acceptance of the following terms and conditions:

1. The Passenger named below is receiving this flight without charge. The Pilot is providing this flight on a completely voluntary basis without compensation.
2. The Passenger is riding in the Aircraft voluntarily, of his/her own free choosing and will, without force or coercion, and after careful consideration of the risks associated in riding in the Aircraft. These risks include property damage, personal injury, and death, which may result from, among other things, turbulence, mechanical or equipment malfunctions, emergency landings, or accidents. The Passenger expressly assumes these risks and understands that the proposed flight may not be completed. The Passenger has considered other forms of transportation, and after considering such, has chosen to ride in the Aircraft. The Passenger is not required to ride in the Aircraft and the Passenger’s medical condition and health are not known by the Pilot. The flight does not constitute a necessity and the Aircraft is not a charter. Accordingly, the Aircraft is not equipped with any special equipment or staff.
WARNING: Individuals who suffer from claustrophobia, heart conditions, physical discomfort or impairment, nervousness, anxiety, panic attacks, or are pregnant are strongly encouraged to consult a physician prior to flight.
3. The Passenger understands that the flight being offered is not the responsibility of Hope From Above Ministries (“HFAM”). The Passenger agrees that HFAM has not made any statements or assurances as to the reliability of the Aircraft or Pilot. The Passenger has undertaken his or her own investigations and has satisfied him/her self as to the reliability of the Aircraft and Pilot, and as to the suitability of the flight.
4. The Passenger understands that flying in an aircraft constitutes an “aviation activity” which may have bearing on claims on his or her personal insurance policy. The Passenger personally and voluntarily accepts and assumes all risks and responsibility of undertaking the flight, including harm, trauma, shock and other injury, that he or she may suffer (including personal injury and death) and damage to property irrespective of whether any of the foregoing was foreseeable or not, or was caused by the negligence of any person (including HFAM).
5. In consideration of the free flight being provided to the Passenger, which the Passenger acknowledges as being sufficient legal consideration to support this Release, the Passenger completely waives and releases the following parties (“Released Parties”): (a) The Pilot, together with his heirs and personal representatives; (b) HFAM, their officers, directors, members, volunteers, assigns successors, insurers. Further it is the intent of the Passenger that his/her family and or any potential claimant respect this waiver as being the intent of the Passenger as against any party against whom responsibility would be sought.

6. The Passenger forever waives, releases and discharges each of the Released Parties from any and all claims and demands of any nature (including but not limited to economic damages, non-economic damages, special damages, incidental and consequential damages, due to property damage, personal injury, and death), which directly or indirectly arise out of the Flight or the delay, inability, cancellation or failure to complete the Flight, and the Passenger releases each of the Released Parties from any and all claims or demands of any nature which may arise either directly or indirectly out of the Released Parties' negligence in any form. It is the intent of this Release to protect each of the Released Parties from lawsuits, claims, and demands, and to otherwise hold the Released Parties harmless from lawsuits, claims or demands which in any way relate to, either directly or indirectly, the Flight, whether the claimed damages or injuries are or are not immediately apparent. The Released Parties are relying upon the acknowledgements set forth in this paragraph and this Release.
7. The Passenger has had a sufficient amount of time to read this Release in its entirety prior to boarding the Aircraft and acknowledges that he or she fully understands every word contained in this Release and the purpose and intent of this Release. A duplicate, photocopy, or facsimile or electronic image of this Release shall have the same legal effect as the original Release and in the event that the original Release is lost, destroyed, or misplaced, a duplicate, photocopy, or facsimile or electronic image of this Release shall be substituted for the original Release.
8. This Release applies not only to the Passenger for whose benefit the flight is being made, but also to each individual accompanying the Passenger, each of whom shall be considered a Passenger for the purpose of this Release. This Release also applies to any future flights involving the Passenger. If the Passenger is under the age of eighteen years at the time of the Flight, a parent or legal guardian's signature on behalf of the minor Passenger shall be binding on both the parent or legal guardian and the minor Passenger.
9. The provisions contained in this Release may not be modified, except through a written modification which must be signed by the Passenger and the Pilot. This Release represents the entire understanding between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreement or representations of the parties. The Passenger agrees that this Release shall be interpreted to provide as broad and liberal protection as possible in favour of each of the Released Parties. This Release shall enure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto. Whenever used, the singular shall include the plural and the plural the singular. If any provision of this Release shall be unenforceable or void, then such provision shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions or the validity of this document.

PROPOSED FLIGHT DATE: _____

PROPOSED FLIGHT DESTINATIONS: _____

PRINT PASSENGER'S NAME: _____

PASSENGER'S SIGNATURE: _____

OR SIGNATURE OF PARENT/LEGAL GUARDIAN: _____

WITNESS' NAME: _____

WITNESS' SIGNATURE: _____

DATE OF SIGNATURES: _____