



Adult Liability Release and Indemnity Form Version 5.2020

Pilot: _____ **Co-Pilot:** _____

Aircraft: (Type and Number): _____ **Mission #:** _____

I, _____, understand that Patient AirLift Services, Inc. (hereinafter called PALS) has arranged one or more flights or other transportation, free of charge, for my convenience in obtaining, assisting with, or returning from medical treatment or diagnosis, or for other compelling humanitarian needs and flights of compassion as are determined suitable for PALS missions. I understand that PALS and the Pilots, Co-Pilots, operators, aircraft managers, owners, and/or lessors of the Aircraft and other vehicles used for these purposes are volunteering their services, time, skills, flight, aircraft, vehicles, and other related costs and expenses for the proposed flight and that they are not being reimbursed for their costs, expenses, or services. As such, I understand that PALS, the Pilots, Co-Pilots, operators, aircraft managers, owners, lessors, and the other persons and entities being released by me are expressly relying on my execution of this release as a material pre-condition for their agreement to provide the volunteer transportation services to me. I also acknowledge that I am flying on the Aircraft and/or riding in the vehicles arranged for by PALS voluntarily and of my own free will.

In consideration of the furnishing of services, time, skills, flight, transportation, aircraft, vehicles, and other related costs and expenses being arranged and provided, I hereby agree to forever release, discharge, defend, and hold harmless the Pilot, Co-Pilot, operators, aircraft managers, aircraft and vehicles owner(s) and/or lessors of the Aircraft (as applicable), PALS, each of their respective divisions, parents, subsidiaries, wings, member organizations, affiliates, chapters, officers, directors, agents, employees, volunteers, insurers, heirs, assigns, and successors in interest, and any and all entities who referred me to PALS (the "Released Parties"), from any and all claims, demands, liability (under the law of any state or country), fees, expenses, and costs of any kind whatsoever that I may have or claim to have on account of or in any way related to or arising from, directly or indirectly, the proposed transportation, the cancellation or delay of the transportation, and/or the failure to provide return transportation.

This release of claims specifically includes, but is not limited to, any and all alleged negligent acts, errors, and omissions of any of the released persons or entities. In addition to economic damages, costs, and expenses, this release also specifically covers any and all damages for personal injuries, deaths, and conditions of health, whether or not immediately apparent following the flight, or which may at any time thereafter develop. As evidenced by my execution of this release, I regard the services, time, skills, flight, aircraft, transportation, vehicles and other related costs and expenses being furnished to me by the Released Parties as significant, material, and valuable consideration in exchange for this release, and I value this consideration as a significant, material factor in my present and continuing wellbeing and physical prosperity. I have completely read and fully understand this document. I have spoken with a mission coordinator and/or other persons associated with PALS regarding any and all questions concerning the proposed flight. To the extent that there is any portion of this document that I did not fully comprehend, I understand that I had and continue to have the right to obtain legal advice from an attorney of my choice.

This agreement shall be binding upon all of my heirs at law, assigns, and successors in interest of all parties hereto. By my execution of this release, I hereby manifest and make known my present wishes and intent that no representative of my estate take any action to pursue any claims based in tort, contract, or brought under any applicable wrongful death statute in the unlikely event that I die or suffer personal injury during my transportation by PALS. Similarly, I wish to manifest and make known my present wishes and intent that none of my relatives, heirs and assigns pursue any claim for loss of consortium or loss of support against PALS in the unlikely event that I die or suffer personal injury during my transportation by PALS. In stating my wishes and intent in this regard, I reiterate that I am receiving the transportation services provided by PALS on a purely charitable basis and, therefore, do not wish to see PALS exposed to any legal liability to me, my heirs and/or relatives as a result of their providing me with air transportation at no cost to me.

This agreement may be enforced by any party hereto and/or by any person or organization released in this agreement. I agree that this agreement shall be governed and interpreted by the laws of the State of New York.

Signature of Passenger #1

Signature of Passenger #2

Signature of Passenger #3

Date

Please initial below if you agree to allow Patient AirLift Services, Inc. to use your name(s) and photographs in any reports of the proposed flight that might appear in newspapers, radio, television or other Patient AirLift Services public relations activity. I agree to the use of my name to publicize PALS activities. _____ Passenger(s) Initials If you do not agree to public use of your name(s) it will not be used.

Important - Send by eMail, Fax, or U.S. Mail prior to flight to:

Patient AirLift Services – 7110 Republic Airport, Suite 202, Farmingdale NY 11735 Phone: 631-694-7257 Fax: 631-755-2184

PALSMail@palservices.org



www.PALSflight.org

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