

**RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT
FOR AIRCRAFT RIDE**

THIS RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT, ("Agreement") executed on this ___ day of _____ 2011, by and between _____ (hereinafter the "PILOT") and _____, an individual who resides at _____, _____, _____ ("GUEST").

WHEREAS, PILOT is the owner of and certificated to act as a pilot of an aircraft; and

WHEREAS, the PILOT in his capacity as a member & pilot for Los Medicos Voladores, is willing to provide GUEST with a ride in the aircraft provided GUEST is willing to accept the terms of this Agreement; and

WHEREAS, GUEST accepts the terms of this Agreement.

NOW THEREFORE, PILOT and the GUEST agree as follows:

1. **THE RIDE.** The PILOT agrees to provide GUEST with a ride in the aircraft and the GUEST hereby agrees that the ride is conducted subject to the following terms and conditions.
2. **PILOT WARRANTY.** The PILOT warrants that he is the holder of a _____ pilot certificate issued by the Federal Aviation Administration, and that he is authorized to act as a pilot in this aircraft. PILOT makes no further warranties and specifically disclaims any other warranties, expressed or implied.
3. **RELEASE, HOLD HARMLESS AND COVENANT NOT TO SUE.** In consideration of being provided a ride in PILOT's aircraft, GUEST, for himself/herself and spouse, legal representatives, heirs and assigns, hereby agrees as follows:
 - a. I hereby voluntarily assume the risk of any and all injuries or damages that I may incur, including, but not limited to, serious bodily injury and/or death by participating in the ride; and
 - b. I hereby forever release and discharge the PILOT, his executors, spouse, and heirs, as well as LOS MEDICOS VOLADORES, from any and all liabilities, claims, demands, or causes of action that I may incur during or arising out my participation in the ride, however caused, even if caused by the negligence of the PILOT, to the fullest extent allowed by law; and
 - c. I will not sue or make a claim against the PILOT or LOS MEDICOS VOLADORES for loss, damage or causes of action that I may incur during or arising out my participation in the ride, however caused, even if caused by the negligence (whether active or passive) of the PILOT, to the fullest extent allowed by law; and
 - d. If I or my spouse, executors, legal representatives and/or heirs violate this Agreement by filing such a suit or making such a claim, I will pay all attorneys' fees, damages and costs of the PILOT and/or LOS MEDICOS VOLADORES, incurred in such claim.

4. **GUEST WARRANTIES. GUEST WARRANTS AND ACKNOWLEDGES THAT:**
- a. I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND I MAKE THIS AGREEMENT INTENDING TO BIND MYSELF AND MY SPOUSE, HEIRS, ADMINSTRATORS AND ASSIGNS;*
 - b. I HAVE READ THIS AGREEMENT, AND I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING IT AND THAT I HAVE THE RIGHT TO CONSULT AN ATTORNEY BEFORE SIGNING;*
 - c. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE PILOT AND/OR LOS MEDICOS VOLADORES, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY ME IN CONNECTION WITH THE RIDE.*
5. **SEVERABILITY.** If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.
6. **MISCELLANEOUS.** This Agreement contains the entire integrated Agreement between the parties hereto with respect to the matters covered herein. No variations, modifications or changes herein or hereof shall be binding upon either party hereto unless set forth in writing duly executed by such party.
7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. All disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in the State of California to the exclusion of the Courts of any other State or Country.

PILOT

Signature

GUEST

Signature

Printed Name