



LOS MÉDICOS VOLADORES

THE FLYING DOCTORS

General Release of Liability

1. Activities of Organization. Los Medicos Voladores, Inc, (“LMV”) is a nonprofit charitable corporation that provides medical, dental, chiropractic, health education and optometric care for areas in Mexico, Latin/Central America, and certain areas of the United States. Teams of medical volunteers travel to these areas, sometimes by private aircraft or automobile operated by members of the team, and sometimes by commercial transport. Each such trip is herein referred to as a “mission”. All of LMV’s services are provided by volunteers.
2. Description of Risk. I understand that participating in a mission may involve flying in a private or commercial aircraft into international or uncontrolled airspace and unimproved airports. Such operations could entail, among other things, risk of grave bodily harm or death from pilot or other operational error, mechanical failure, negligent maintenance, range and altitude limitations of aircraft, defects in runways and unimproved landing strips and interference by wildlife, limited or non-existent air traffic control, limited or non-existent search and rescue, unfavorable weather, possibility of contaminated fuel, hostile environment or government activities, lack of security, or a combination of causes. I also understand that there are other risks associated with participating in a mission, including, but not limited to, risk of poor drivers and poorly maintained vehicles, risk of contracting an illness, harm to property or person from any source or due to any reason at the mission site or on the way to or from the mission site.
3. No Representations or Warranties Being Made. LMV makes no representations or warranties regarding the qualifications, practices or condition of the volunteer pilots, aircraft, commercial scheduled aircraft or vehicles used in a mission, nor of the drivers or vehicles operated by volunteers.
4. Release, Assumption of Risk, Agreement Not to Sue. I understand that in order for me to be able to participate in a mission, I must release LMV, the officers and individual members of LMV from all possibility of liability associated with that participation. I have read Section 2 above that outlines the risks associated with my participation and I, my spouse, my heirs, assigns and personal representatives, **HEREBY RELEASE AND HOLD HARMLESS and AGREE NOT TO MAKE A CLAIM AGAINST OR SUE LMV and/or any of its employees, officers, directors, agents, members or volunteers FOR ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTY OR PARTIES OR OTHERWISE. I KNOWINGLY AND FREELY ASSUME ALL RISKS, KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE PERSONS OR ENTITIES RELEASED FROM LIABILITY.** The only exception to the foregoing release is that the undersigned or his or her heirs may name the pilot of the aircraft or the driver of the vehicle and /or the aircraft/vehicle owner in a legal action, not for the purpose of seeking the individual’s personal financial assets, but for the sole purpose of gaining access to possible liability insurance proceeds.
5. Complete Release Acknowledgement. I have carefully read this agreement. I understand that this is a complete release of liability and a promise not to sue or make a claim, except as noted above.
6. Date of Effectiveness. This release of liability shall be effective from the date listed below and shall be effective for any mission ever taken by the member.

(Date)

(Signature of Member)

(Signature of Spouse, or if unmarried, Dependent, or if no dependent, Witness)

(Print name of Member)

(Print name of Spouse, Dependent, or Witness)