

Complete Waiver and Release of Liability Deed Poll

IMPORTANT: Read the contents of this Deed Poll carefully. It is intended to be a legally binding document. You may want to obtain legal advice about this Deed Poll. By signing this Deed Poll, you are expressly accepting its terms and conditions.

TO: ANGEL FLIGHT NZ of PO Box 1747, Whangarei 0140 (together with all its related entities, its directors and other officers, members, employees, agents, representatives, contractors, volunteers, assigns, successors, insurers and attorneys) (collectively and severally referred to as *'Angel Flight'*); and

THE GOVERNMENT OF NEW ZEALAND THE PILOT AND CO-PILOT (if applicable), (including each of their heirs and personal representatives) (collectively and severally referred to as *'Pilot'*); and

ANY PERSON HAVING A LEGAL OR BENEFICIAL INTEREST IN THE AIRCRAFT (including, the Aircraft owner, lessee of the Aircraft (if applicable) and lessor of the Aircraft (if applicable) together with each of their directors and other officers, shareholders, members, employees, agents, contractors, volunteers, assigns, successors, insurers and attorneys) (collectively and severally referred to as *'Interested Party'*).

(Each of the above parties (ie. Angel Flight, Pilot and Interested Party) are collectively and severally referred to as the *'Released Parties'*.)

Angel Flight has arranged for the transportation of the Passenger in a privately owned and operated Aircraft (*'Aircraft'*) in connection with a humanitarian mission (*'Mission'*). The Passenger is receiving this service for free and Angel Flight, the Pilot and the Interested Party are providing this service on a completely voluntary and humanitarian basis without compensation.

In consideration of Angel Flight organising the *Mission* and in consideration for the services provided by each of the Released Parties in connection with the Mission I,

Name of Passenger: _____ Date of Birth: / /

Home Address: _____ City: _____ State: _____
(*'the Passenger'*)

UNCONDITIONALLY ACKNOWLEDGE AND AGREE THAT: 1. Express acceptance of risk

(a) I personally and voluntarily accept and assume all risk and responsibility of undertaking the Mission and riding in the Aircraft, including for all harm, trauma, shock and other injury that I may suffer (including personal injury and death) and damage to property irrespective of whether any of the foregoing was foreseeable or not or caused by the negligence of any person (including any of the Released Parties).

In particular (and without limiting this release) I acknowledge that such risks may include:

- (i) turbulence, and all other adverse weather and flight conditions;
- (ii) mechanical or equipment malfunctions and failures, including those arising out of negligence;
- (iii) emergency landings;
- (iv) Accidents and all other Flight and on ground incidents including all those arising out of Pilot error or resulting from any cause including negligence.

(b) The Released Parties have agreed to provide the Flight at my request and I am riding in the Aircraft voluntarily, of my own free choosing and will after careful consideration of the risks associated with riding in the Aircraft.

(c) The Mission may not be commenced or completed.

(d) I have considered other forms of transportation and, after considering such, I have chosen to ride in the Aircraft.

(e) I am not required to ride in the Aircraft and I do not have a medical condition which otherwise necessitates my riding in the Aircraft.

(f) I understand that the Mission does not constitute a medical flight and the Aircraft is not a charter or ambulance aircraft and is not performing any ambulance or similar function.

(g) I understand that the Aircraft is not equipped with any medical equipment and no medical assistance can be provided to me on the Aircraft.

(h) I have received the following **WARNING:**

INDIVIDUALS WHO SUFFER FROM CLAUSTROPHOBIA, ANY HEART CONDITION, PHYSICAL DISCOMFORT OR IMPAIRMENT, NERVOUSNESS, ANXIETY, PANIC ATTACKS, OR WHO ARE PREGNANT ARE STRONGLY ENCOURAGED TO CONSULT WITH A PHYSICIAN BEFORE DECIDING TO UNDERTAKE THE MISSION.

2. Waiver, release and discharge

(a) To the maximum extent permitted by law, I unconditionally waive, release and discharge each of the Released Parties from all and any claims, actions, disputes, demands, proceedings, accounts, interest, costs, expenses and liabilities of any nature which directly or indirectly arise out of the Mission (including from any negligent act, omission, default, failure or error occurring in connection with the Mission or the Aircraft) or the delay, inability, cancellation or failure to complete or commence the Mission, including the boarding or disembarking of the Aircraft. **IN DOING SO, I AM RELEASING EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS OR DEMANDS OF ANY NATURE WHICH MAY ARISE, EITHER DIRECTLY OR INDIRECTLY, INCLUDING OUT OF ANY OF THE RELEASED PARTIES' NEGLIGENCE OF ANY FORM.**

(b) I understand that it is the intent of this Deed Poll to protect each of the Released Parties from lawsuits, claims and demands and to otherwise hold each of the Released Parties harmless from lawsuits, claims or demands which in any way relate to the Mission, either directly or indirectly, even if the claimed damages or injuries are not immediately apparent.

(c) this Deed Poll may be pleaded and tendered by each Released Party as an absolute bar and defence to any proceedings brought or made by me or another Passenger in breach of the terms of this Deed Poll.

3. Parent/guardian undertaking

Where the Passenger is under the age of 18 at the time of the Mission or otherwise not legally competent, a parent's (or legal guardian's) signature on behalf of that Passenger shall be binding on both the parent (or legal guardian) and the Passenger.

4. Application of Deed Poll to persons accompanying the Passenger

This Deed Poll applies not only to the Passenger for whose benefit the Mission is being made, but also to each individual accompanying the Passenger each of whom shall be considered a Passenger for the purposes of this Deed Poll and each of whom must personally sign this Deed Poll before commencement of the Mission.

5. Application of Deed Poll to future Missions

This Deed Poll will also apply to any future missions involving the Passenger.

6. Application of Deed Poll to vehicle transport

This Deed poll applies to the carriage of Angel Flight passengers in vehicles provided by Angel Flight 'Earth Angels' when such transport has been arranged by Angel Flight NZ.

7. Missions involving the transportation of organs or an item of property

Where the purpose of the Mission is to transport a body organ or item of property (e.g. a piece of medical equipment) the Passenger shall be taken to be the person who has requested the Mission and/or for whose benefit the Mission is to be conducted.

8. Statement of understanding

- (a) I have been advised to seek legal advice and I have had sufficient time to read and understand this Deed Poll in its entirety prior to boarding the Aircraft;
- (b) I have read and understood this Deed Poll and the purpose and intent of this Deed Poll and I am of lawful age and legally competent to give this waiver, release and discharge;
- (c) the conditions set out in this document are contractual in nature, are intended to have legal effect and are not merely a warning or recital;
- (d) the Released Parties are relying upon each of the acknowledgements set out in this Deed Poll; and
- (e) I am receiving the Mission for free and the Released Parties are providing the Mission on a completely voluntary and humanitarian basis without any form of reimbursement, remuneration or other compensation.

9. General

- (a) a duplicate, photocopy, facsimile image or electronically reproduced and stored copy of this Deed Poll (a ‘Copy’) shall have the same legal effect as the original Deed Poll and in the event that the original Deed Poll is lost, destroyed, misplaced or otherwise not available, a Copy shall be substituted for the original Deed Poll;
- (b) the provisions contained in this Deed Poll may not be modified, except through a written modification which must be signed by the Passenger, Angel Flight and the Pilot;
- (c) this Deed Poll will ensure for the benefit of and be binding on the Passenger and the Released Parties and each of their heirs, personal representatives, successors and permitted substitutes and assigns;
- (d) this Deed Poll contains the entire agreement between the Released Parties and the Passenger with respect to its subject matter. It sets out the only conduct relied on by the Passenger and, to the full extent permissible by law, supersedes all earlier conduct made by or existing between the Released Parties and the Passenger with respect to its subject matter. The Passenger acknowledges that but for the representation made by it in this paragraph, the Released Parties would not have agreed to provide the Mission; and
- (e) this Deed Poll is governed by the laws of New Zealand. The Passenger submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.

10. Severability or Provisions

- (a) I agree that the foregoing provisions are intended to be as broad and inclusive as permitted by law. Any provision herein found by a Court to be void or unenforceable shall not affect the validity and forcibility of any of the other provisions.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS DEED POLL IN ITS ENTIRETY AND FULLY UNDERSTAND THE MEANING AND PURPOSE OF THIS DEED POLL

Executed as a Deed Poll in _____.(place)

SECTION 1: TO BE COMPLETED BY ALL ADULT PASSENGERS (Including persons accompanying the Passenger for whose benefit the Mission is being made) Signed by:

Printed name of Passenger	Signature of Passenger	Date
Printed name of Passenger	Signature of Passenger	Date
Printed name of Passenger	Signature of Passenger	Date

SECTION 2: TO BE COMPLETED BY PARENT (OR LEGAL GUARDIAN) OF MINOR PASSENGER (UNDER 18 YEARS OF AGE) OR OF PASSENGER NOT OTHERWISE LEGALLY COMPETENT (Including persons accompanying the Passenger for whose benefit the Mission is being made) Signed, sealed and delivered by:

Printed name of Parent (or Legal Guardian)	Signature of Parent (or Legal Guardian)	Date
--	---	------

SECTION 3: MEDIA RELEASE I understand that in order to continue providing its free community service, Angel Flight relies upon building community awareness which in part is obtained through publicity. **PASSENGERS:** In order to contribute to its efforts, I hereby give permission for Angel Flight to include my name, photograph, audio-visual material and information gained for publicity purposes in promotional material whether it be through Television, Radio, Print or advertising.

Passenger#1 [signature] _____ Passenger#2 [signature] _____ Passenger #3 _____
 Date: _____ Date: _____ Date: _____

CHILDREN UNDER 18 I hereby acknowledge that I am the PARENT/LEGAL GUARDIAN of _____ and give permission to include his/her name, photograph, audio-visual material and information gained for publicity purposes in promotional material whether it be through Television, Radio, Print or advertising.

Parent/Guardian [signature] _____ Date: _____

**THIS PAGE MUST BE COMPLETED AND EMAILED BACK TO:
 info@angelflightnz.co.nz**