

# WAIVER AND LIABILITY RELEASE BY VOLUNTEER LIGA PILOT

THIS DOCUMENT AFFECTS IMPORTANT RIGHTS – PLEASE READ CAREFULLY

1. **Assumption of Risk.**

I understand that traveling to and from Sinaloa, Mexico necessarily entails a risk of grave bodily injury or death from a variety of circumstances. Private aircraft flights can crash from defects in runways and unimproved landing strips, interference by wildlife, limited or non-existent air traffic control and radar coverage in Mexico, limited approach procedures to controlled airports, lack of instrument approach and departure procedures at airports of use in Mexico, limited or non-existent search and rescue in Mexico, unfavorable weather or terrain conditions, the possibility of contaminated fuel, hostile environment or government activities, terrorist acts, lack of sufficient security for aircraft and personnel, or other causes, or a combination of causes. I expressly agree to assume the risks inherent in travel to, from, and within Sinaloa, Mexico, by private aircraft or otherwise.

2. **No LIGA Insurance.**

I understand and acknowledge that LIGA maintains *no insurance*. Further, I understand and acknowledge that LIGA's directors and officers may be immune to suit and that, other than the insurance I am required to carry as a LIGA volunteer pilot, there will be no other funds from which to recover in the event of an aircraft or vehicular accident.

3. **Understanding of Risks.**

By signing this Waiver and Liability Release, I am indicating that I fully understand and am aware of the risks referred to above and that, after consideration of those risks, I wish to participate in the charitable activities of LIGA, without imposing any risk of liability on LIGA.

4. **Release and Waiver of Liability.**

Being fully informed of the risks of traveling to and from Mexico to participate in a LIGA mission, and having agreed to assume those risks, I, on behalf of my heirs, successors, assigns, agents, employees, and representatives, hereby release and forever discharge LIGA and its directors, officers, volunteers, agents, attorneys and employees, and their families from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character, and description, known or unknown, including personal injury and death, which I may now own or hold, or have at any time heretofore owned or held, or may at any time hereafter own or hold by reason of any matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done, in connection with my travel by aircraft or other vehicle to and from clinics and medical activities presently or hereafter sponsored or organized by LIGA, its directors, officers, employees, members or volunteers.

5. **Waiver of California Civil Code Section 1542.**

Further, I am advised that California Civil Code § 1542 provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I understand and acknowledge the significance and consequences of California Civil Code § 1542 and hereby elect to waive the benefits of its provisions, with the intent that this release and waiver of liability shall include claims known or unknown, and unknown and unsuspected.

6. **Full and Complete Release.**

I understand and acknowledge that this Waiver and Release of Liability is intended as a complete and continuous release for all LIGA trips on or after the date that I sign this Waiver and Release of Liability.

7. **Right to Legal Counsel.**

**I understand and acknowledge** that I may seek advice from legal counsel if I have any doubt before signing this Agreement. By signing this Agreement **I acknowledge** that I have either sought the advice of legal counsel or wish to now intentionally **waive the opportunity to talk to a lawyer** by my signature on this Agreement.

8. **Understanding of This Document.**

**I understand and acknowledge** that by signing this Agreement, I am confirming that **I understand the language used in it.** I represent that if there is any word or phrase that I did not understand, I have sought the advice of an attorney or other person for an explanation. I acknowledge that neither I nor my heirs or representative will later claim in the event of injury, death or property damage, that I did not understand what I was signing in this Agreement.

9. **Indemnification Obligation.**

I agree to hold harmless and indemnify (reimburse) the parties being released for any costs or attorney's fees that may be incurred as a result of any challenge to this Release or legal action brought in contravention of this Agreement, in litigation resulting from my injury, death or property damage, in connection with any trip with LIGA.

10. **California Law to Apply.**

**I understand and acknowledge** that this Waiver and Liability Release is a private contract entered into in California and that it shall be governed by California law, regardless of where any occurrence covered by this agreement takes place.

This Waiver and Release of Liability, when signed, shall be valid for 24 Months.

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_