Required To Complete Your Online Submission of Your Guardian Application

You and your spouse must initial each paragraph and sign at the bottom of this form.
Guardian and Spouse Agreement, Release and Liability, Assumption of Risk, Covenant Not To Sue and Indemnity

	Guardian's Initials	Spouse's Initials
Mail Completed form to: Honor Flight of the Ozarks, PO Box 3964, Springfield, MO 65808-3964		
I certify that all responses in the Guardian's application above are true and incorporated into this release.		
1. It is agreed between the parties that Honor Flight activities may be dangerous and may result in injury or death. It is further agreed between the parties that the unforeseen may happen and that no one can delineate all the risks and possibilities of error or hazards. Therefore, I specifically include in this release, any injury resulting from any occurrence, whether foreseen or unforeseen, and whether contemplated or not contemplated.		
2. I understand that this agreement, release of liability and assumption of risk and indemnity, includes Honor Flight of the Ozarks and/or Honor Flight (TM) and any of their officers, board members, directors, shareholders, agents, customers, associated entities, employees, volunteers, medical staff and anyone involved in any manner with my "Honor Flight activities" and specifically including but not limited to all aspects of traveling and touring by aircraft, buses, taxes or other motor vehicles or other modes of transportation, hereinafter collectively referred to in this agreement, release of liability, assumption of risk and indemnity as "Honor Flight of the Ozarks".		
3. This entire release and liability and assumption of risk is expanded to include all parties mentioned anywhere in this document by name or by category, all vendors or suppliers of materials or equipment for "Honor Flight activities" including but not limited to the manufacturer of the equipment, its employees, directors, officers and shareholders and all associated entity shareholders, partners, employees and all other persons in any way associated with any entity mentioned in the body of this document.		
RISKS CONTEMPLATED 4. This agreement is made in contemplation of all "Honor Flight activities" including the foreseen and unforeseen, which shall include but not limited to all aspects of traveling to or from Honor Flight activities or any facilities used by Honor Flight of the Ozarks and/or Honor Flight (TM).		
RELEASE FROM LIABILITY 5. I hereby release and discharge Honor Flight of the Ozarks and/or Honor Flight (TM) from any and all liability, claims, demands or cause of action that I may hereafter have for injuries or damages or loss of property, arising out of my participation in Honor Flight activities, even if cause by negligence or other fault of Honor Flight of the Ozarks or Honor Flight (TM).		
COVENANT NOT TO SUE 6. I further agree that I will not sue or make claim against Honor Flight of the Ozarks and/or Honor Flight (TM) or any of their officers, directors, employees, volunteers, agents, medical staff or other persons firms or corporations participating in or assisting Honor Flight of the Ozarks and Honor Flight (TM) and/or Honor Flight activities.		
INDEMNIFICATION AND HOLD HARMLESS 7. I also agree to indemnify and hold harmless Honor Flight of the Ozarks and/or Honor Flight (TM) from all claims, judgments, and costs, including but not limited to attorney's fees and to reimburse them for any expenses whatsoever incurred in the connection of the defense of any action brought as a result of my Honor Flight activities, even if caused by negligence or other fault Honor Flight of the Ozarks or Honor Flight (TM).		
ASSUMPTION OF RISK 8. I understand and acknowledge that Honor Flight activities may be dangerous and I expressly and voluntarily assume all risks of death, personal injury or properly loss sustained while participating in Honor Flight activities whether such risk is foreseen or unforeseen, contemplated or not contemplated and whether or not cause by negligence or other fault of Honor Flight of the Ozarks and/or Honor Flight (TM), including but not limited to equipment malfunction, motor vehicle accidents, transportation accidents or any deficiencies or any other injury or property loss I may sustain even if caused by negligence or any fault of Honor Flight of the Ozarks and/or Honor Flight (TM).		
PARTIES BOUND BY THIS AGREEMENT 9. It is my understanding and intention that this agreement and release of liability and assumption of risk and indemnity, be binding not only upon myself, but on anyone or any entity, including but not limited to my estate, my heirs, that/who may be able or do sue because of my injury or death or property loss. It is further my understanding and agreement that this release is intended to and does in fact release Honor Flight of the Ozarks and/or Honor Flight (TM) and all officers, agents, directors, volunteers, veterans, medical staff, guardians, and all persons, firms or corporations on their behalf liable from any and all claims and obligations foreseen and unforeseen, contemplated and not contemplated, whatsoever arising in any way from my participation in Honor Flight activities, even if caused by negligence or other fault of Honor Flight of the Ozarks and/or Honor Flight(TM).		
DURATION OF RELEASE 10. It is my understanding and intention that this release and agreement be effective not only from the time of my execution of this document before any subsequent activities in any way associated with Honor Flight of the Ozarks and/or Honor Flight (TM).		

	Guardian's Initials	Spouse's Initials
ENFORCEABILITY 11. I agree that if any portion of this agreement, release of liability and assumption of risk and indemnity are found to be unenforceable or against public policy, that only that portion shall fail, but I specifically waive any unenforceability or other public policy argument that I may make or that may be made on behalf of my estate or by anyone who would sue because of my injury or death or property loss.		
12. I hereby agree to waive any and all duty of care, whether by omission or commission, or any other duty which may be owed me by Honor Flight of the Ozarks and/or Honor Flight (TM).		
13. It is my agreement with Honor Flight of the Ozarks and/or Honor Flight (TM) and my intention that this document be broadly construed in favor of Honor Flight of the Ozarks and against me and that any and all ambiguities be resolved in favor of Honor Flight of the Ozarks and/or Honor Flight (TM).		
14. It is further agreed between the parties that no matter where venue lies, any lawsuits shall be filed in the Circuit Court of Greene County, Missouri. It is further agreed that in the event any lawsuit is filed or other than in the Circuit Court of Greene County, Missouri, that such lawsuit shall be moved to Greene County, Missouri or such other location as Honor Flight of the Ozarks and /or Honor Flight (TM) shall specify in its unlimited discretion on Motion and at the option of Honor Flight of the Ozarks and/or Honor Flight (TM).		
15. I hereby agree to pay for damages to any and all equipment, aircraft, motor vehicles or other properties which I cause directly or indirectly which occurred during my Honor Flight activities.		
16. I authorize Honor Flight of the Ozarks and/or Honor Flight (TM) to release contact information (home phone and address) to other requesting individuals who participate for purposes of communication and camaraderie with other participants.		
17. I hereby authorize Honor Flight of the Ozarks or its assignee to take any photographs and videos as they may deem appropriate of myself or my party and to use those photographs in such manner as they may deem appropriate and specifically waive any interests, proprietary or otherwise I may have in such photographs or videos. I fully understand that my activities may be recorded by media such as t.v. stations, newspapers or other institutions and assign all of my right title and interests in any audio or images obtained by such persons, firms or corporations to Honor Flight of the Ozarks and/or Honor Flight (TM).		
18. As photographic and video equipment are frequently used to memorialize and document Honor Flight of the Ozarks trips and events, his/her image may appear in a public forum, such as the media or a website, to acknowledge, promote or advance the work of the Honor Flight of the Ozarks program. I hereby release the photographer and Honor Flight of the Ozarks from all claims and liability relating to said photographs. I hereby give permission for my images captured dur¬ing Honor Flight of the Ozarks activities through video, photo, or other media, to be used solely for the purposes of Honor Flight of the Ozarks promotional materials and publications, and waive any rights or compensation or ownership thereto.		
19. I furthermore state that medical insurance is the responsibility of the Volunteer and I understand that neither Honor Flight of the Ozarks nor the provider of free private aircraft ("flight provider") provides medical care. I understand that I accept all risks associated with travel and other Honor Flight of the Ozarks activities and will not hold Honor Flight of the Ozarks, the Flight Provider, or any person appearing or quoted in any advertisement or public service announcement for or on behalf of Honor Flight of the Ozarks responsible for any injuries incurred by me while participating in the Honor Flight of the Ozarks program.		
LEGAL RIGHTS 20. It has been explained to me and I understand that by signing this document, I am giving up important legal rights and it is my intention to do so.		
UNDERSTANDING OF AGREEMENT 21. I hereby certify that I have read and understand the contents of this document and I wish to be bound by its terms and I understand by signing this I have forever given up important legal rights.		

Signature of Guardian:_____Printed name: _____Date: _____

Signature of Guardian's Spouse:_____Printed name: _____Date:_____

Signature of Witness:_____Printed name:_____ Date: _____

Signature of Honor Flight of the Ozarks Official: _____