

Veteran'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 during 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 Veteran: _____ Printed name: _____ Date: _____

Signature of Veteran’s Spouse: _____ Printed name: _____ Date: _____

Signature of Witness: _____ Printed name: _____ Date: _____

Signature of Honor Flight of the Ozarks Official: _____