

## **Required To Complete Your Online Submission of Your Volunteer Application**

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

Mail Completed form to:

Honor Flight of the Ozarks, PO Box 3964, Springfield, MO 65808-3964

I certify that all responses in the Volunteer's application above are true and incorporated into this release.

<b>Volunteer's Initials</b>	<b>Spouse's Initials</b>

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, taxis 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 property 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).

