

Flight # _____

SOUTHWINGS WAIVER OF LIABILITY AND RELEASE

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – READ IT CAREFULLY

I am aware that SouthWings is a non-profit organization and its pilots are volunteers who fly without pay. I am fully aware all human endeavors, including flight in small airplanes, include risk of serious injury or death, and I desire to go on a SouthWings flight being fully aware there are such risks. In return for the opportunity to go on a SouthWings flight, I sign this waiver of liability freely.

I acknowledge that I am a voluntary passenger on a SouthWings charitable flight and that no one is charging me to be a passenger on the flight. Any donations by me to SouthWings are for its charitable activities and not as compensation for the flight. I further acknowledge that no one connected with SouthWings has made any inducement to me to be a passenger on a SouthWings flight and no one has made any guarantees, warranties, or representations concerning the safety of a SouthWings flight.

As a result, I, for myself, my estate, and my heirs, their representatives and assigns, hereby release SouthWings, its officers, directors, staff members, volunteer pilots, and the owner(s) of the aircraft used for the flight (collectively, the "Releasees"), from any and all claims of liability, foreseeable and unforeseeable, even if caused by the negligence of any Releasee, that I, my estate or my heirs, or their representatives and assigns may have or make for any injury to me or for my death or for property damage, as a result of an aircraft accident or incident. I agree that no matter where this document is executed that it will be deemed a private contract entered into in North Carolina, U.S.A., and that it will be interpreted under North Carolina law and that any claims or causes of action arising from or relating to a SouthWings flight will be adjudicated by a state or federal court of competent jurisdiction in Asheville, North Carolina, and I voluntarily submit to the personal jurisdiction of such courts. I have read this release and make it clear that by signing this release it is my intention to waive in the broadest manner allowable under the state and/or federal law any claim that I, my estate, heirs, and their representatives or assigns may have against the Releasees. I also direct that my estate indemnify and hold harmless the Releasees and defend the Releasees against any claims made by my estate, my heirs or their representatives or assigns.

Print Name _____

Street Address _____ City _____

State _____ Zip _____ Telephone _____ Email address _____

Organization Affiliation _____

Proposed Flight Date(s) _____ Weight _____

Location or site to be flown over _____

Signature _____ Date _____