



AIR TRANSPORT WAIVER OF LIABILITY (BLOOD, TISSUE, ORGANS, SUPPLIES)

Houston Ground Angels (HGA), a non-commercial, non-profit, tax exempt, volunteer public service organization, and its volunteer pilot(s) hereby agree to provide:

(hereinafter the organization) with air transportation of cargo (human blood, tissue, organs, or supplies) free of charge for the purpose of the organization or its affiliates rendering medical treatment to a patient

In consideration for receiving this air transportation free of charge, the organization hereby agrees to hold harmless HGA and its volunteer pilots from liability for damage or loss of cargo due to incidents of late delivery, non-delivery, spillage or loss of any such blood, tissue, organs or supplies due to any of the following:

- (a) Negligence of HGA and its volunteer pilots.
- (b) Inability to complete a flight on a timely basis due to weather, mechanical problems, air traffic restrictions or any other factors which, *in the pilot s opinion*, render his or her actions necessary and prudent; © Turbulence, collision, accident or evasive maneuvers made necessary by circumstances beyond the pilot s control;
- (d) Lack of properly confirmed, adequate pickup/delivery instructions for said blood, tissue, organs or supplies to HGA and/or it s member pilots, or failure to arrange pickup of said blood, tissue, organs or supplies when the Pilot reaches the proper destination; and
- (e) Postponement or cancellation of the flight for any reason, including the possible lack of available aircraft or pilots.

The organization is hereby advised that HGA may have to cancel its flights on short notice. It is therefore the sole and exclusive responsibility of the organization to make alternative transportation arrangements in advance. The organization shall assume full responsibility for obtaining insurance for any blood, tissue, organs or supplies to be transported by HGA.

In the event that any portion of this waiver is held invalid, the remaining portions shall remain in full force and effect.

As evidenced by my signature below, I have read this agreement in its entirety and agree to its terms.

Organization Name

Authorized Signature

Street Address

Printed Name

City, State, ZIP

Office or Title