VOLUNTEER PILOT GROUP, INC.

www.VPGAir.org • Email: Request@VPGAir.org

AIR CARGO TRANSPORT WAIVER OF LIABILITY

1. Volunteer Pilot Group, Inc. (a non-commercial, non-profit, volunteer pilot organization, (hereinafter, “VPG”) and its volunteer pilot(s) hereby agree to provide

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   (hereinafter, “the Organization") with air transportation of cargo free of charge for the purpose of furthering the charitable activities of the Organization or its affiliates.
2. In consideration for receiving this air transportation free of charge, the Organization hereby agrees to hold harmless VPG and its volunteer pilots from any and all liability, including but not limited to liability for incidental and consequential damages for late delivery, non-delivery, spillage or loss of any cargo due to any of the following:
   a. Negligence of VPG, its affiliates and 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;
   c. Turbulence, collision, accident or evasive maneuvers made necessary circumstances beyond the pilot's control;
   d. Lack of properly confirmed, adequate pickup/delivery instructions for said cargo to VPG and/or its member pilots, or failure to arrange pickup of cargo when the pilot reaches the proper destination; and
   e. Cancellation of the flight due to any of the aforementioned factors, as well as the possible lack of available aircraft or pilots.
3. In further consideration for receiving this air transportation free of charge, the Organization shall indemnify, defend and hold harmless VPG, its affiliates, and volunteer pilots in any legal action brought by the Organization's clients. In the event of any such action the Organization shall be responsible for payment of any judgment awarded against VPG, its affiliates, or volunteer pilots.
4. The Organization is hereby advised that VPG may have to cancel flights on short notice. It is therefore the sole and exclusive responsibility of the Organization to make alternative transportation arrangements in advance.
5. The Organization shall assume full responsibility for obtaining insurance for any cargo to be transported by VPG.
6. In the event any portion of this contract is held invalid, the remaining portions shall remain in full force and effect.
7. As evidenced by my signature below, I have read this agreement in its entirety and agree to its terms.

Organization Name: _____

Street Address, City, State, Zip

_____

Authorized Signature: _____

Printed Name: _____

Title _____ Date _____