5651 N Lydell Ave # 170047
Milwaukee, WI 53217
(414) 207-4567
hello@flyuphaven.org

Passenger Waiver

WAIVER AND RELEASE OF LIABILITY: IMPORTANT! READ CAREFULLY!
BY SIGNING THIS LIABILITY RELEASE, YOU ARE EXPRESSLY LIMITING ANY RIGHTS YOU MIGHT HAVE TO SUE THE PILOTS, DRIVERS, OTHER PASSENGERS, OR UPHAVEN IN THE EVENT OF AN ACCIDENT ON ANY AND ALL FUTURE FLIGHTS OR GROUND TRANSPORTATION SERVICES. .

1. ***What Uphaven is.*** I ("Passenger") understand and agree that Uphaven, Inc. is a non-commercial, non-profit, public benefit organization providing a platform upon which persons who request non-essential, non-emergency air transportation (collectively, "Passengers") relating to medical treatment or other compelling human needs may be connected with volunteers willing to donate their skills, abilities, and qualifications as pilots and/or drivers, utilizing their own vehicles at their own expense ("Volunteer Pilots" or "Volunteer Drivers"; collectively, "Volunteers"), in order to fill requests for transportation made by Passengers ("Requests"). Uphaven provides this platform ("Uphaven Services") free of charge to Passengers in order to help facilitate Volunteer-to-Passenger donations for charitable services that may otherwise be difficult or impossible for Passengers to accomplish.

2. ***What Uphaven is not*. Uphaven is not a Federal Aviation Administration (FAA)-certificated air carrier or common carrier. It is not an airline of any kind, and it does not hold itself out to the public for hire as an air carrier. Uphaven operates and maintains no aircraft, employs no pilots or mechanics to respond to Requests, and provides no vehicles for the benefit of Passengers or Volunteers. Uphaven does not require or enforce any practices, maintenance, or inspections for Volunteer-owned vehicles beyond what is already required by law.** Instead, Volunteers are responsible for maintaining and operating their aircraft or vehicles in accordance with all applicable laws and regulations established by the FAA or any other governmental body. **Accordingly, as a Passenger, I understand and agree that Uphaven does not itself operate, manage, supervise, or oversee the conduct of any flight, nor does it own, operate, maintain, or inspect any aircraft or motor vehicle that may be used now or in the future by Volunteer Pilots or Volunteer Drivers in connection with any current or future Requests I may make or that may be made on my behalf.** I understand that Passengers rely exclusively on in-kind donations by Volunteer Pilots and Volunteer Drivers, and as such, **Uphaven holds and accepts no responsibility or operational control for the conduct of flights or ground transportation provided by Volunteer Pilots and Volunteer Drivers, nor does Uphaven guarantee that any Request for volunteer-provided transportation can or will be fulfilled.** I agree that this mutual understanding is a necessary, material part of my relationship with Uphaven, and it is essential to the continued availability of Uphaven Services.

3. ***Indemnification, Waiver, Defense, and Release of Uphaven.*** In consideration for Uphaven providing this volunteer platform to me free of charge, I am voluntarily executing this Waiver in which I intend to hold Uphaven harmless from all damages I may suffer as a result of requesting or accepting the services of Volunteers I may locate via my use of the Uphaven Services. I agree to forever defend, discharge, indemnify, hold harmless, and release Uphaven and all independent Volunteers with whom I may in the future come into contact with in connection with my use of

5651 N Lydell Ave # 170047
Milwaukee, WI 53217
(414) 207-4567
hello@flyuphaven.org

the Uphaven Services, to the fullest extent permitted by law, from any and all claims, demands, liability, fees, expenses, and costs of any kind, including attorneys' fees, that I may acquire or claim arising from the proposed or actual use of the Uphaven Services and volunteer transportation. I understand that a copy of this waiver is posted on Uphaven's website, and I have had a reasonable opportunity to review it and to seek independent counsel in connection with my decision whether to sign it.

4. ***Inherent Risks of Transportation, Covenant Not to Sue, and Ensuring the Availability of Uphaven Services.*** I understand there is inherent risk of harm that cannot be eliminated from any form of transportation, including transportation by air or by ground provided by Volunteers, I further understand that it is impossible to guarantee that any form of transportation can be made completely safe, and I agree to assume any and all such risks relating to Volunteer-provided services in return for receiving the Uphaven Services. I further agree I will not institute, file, threaten, sue, or cause any claim, legal action, or threat arising from my Request or acceptance of Volunteer-provided transportation procured with the assistance of the Uphaven Services to be made, brought against, or threatened against Uphaven before any court of law, forum, or tribunal, in exchange for my receipt of the Uphaven Services. I understand that without this release of liability, Uphaven may be reasonably unable to obtain adequate insurance to cover all potential losses, and as a result it may become unable to, and would be required to cease, providing the Uphaven Services to me and all others similarly situated in the future. I understand and agree that my signing of this Waiver and Release helps ensure that continued availability of the Uphaven Services is possible, and by executing this Waiver and Release, I intend to ensure that the Uphaven Services can continue to be offered to me and to others in the future.

5. ***Volunteer Pilots and Drivers.*** I understand that Volunteer Pilots and Volunteer Drivers are not employed or controlled by Uphaven. I understand that Volunteers are responsible for following all applicable laws, rules, and regulations in connection with their provision of charitable services to Passengers, and that Uphaven is not in a position to oversee, enforce, or police said compliance, nor does Uphaven bear any responsibility to do so. I understand, agree, and accept that any and all flights I may accept in connection with the Uphaven Services will be offered to me and flown by an independent Volunteer Pilot in an aircraft not owned, controlled, maintained, or inspected by Uphaven, and that the Volunteer Pilot is him or herself solely responsible for all control, maintenance, and inspection of any aircraft used for my benefit, and that the Volunteer Pilot, not Uphaven, is in complete control of the manner in which the flight is conducted. I understand, agree, and accept that Uphaven does not operate any flights and has no control over the manner in which volunteer-flown flights may be conducted, and that the responsibility for each flight rests solely with the Volunteer Pilot in accordance with all applicable laws and regulations. Likewise, I understand, agree, and accept that any and all ground transportation I may accept in connection with the Uphaven Services will be offered to me and conducted by an independent Volunteer Driver in a vehicle not owned, controlled, maintained, or inspected by Uphaven, and that the Volunteer Driver is solely responsible for all control, maintenance, and inspection of any such vehicle, and that the Volunteer Driver, not Uphaven, is in complete control of the manner in which the ground transportation is conducted. **I understand, agree, and accept that the services provided to me by Uphaven are limited solely to assisting me in**

5651 N Lydell Ave # 170047
Milwaukee, WI 53217
(414) 207-4567
hello@flyuphaven.org

locating Volunteers willing to offer, free of charge, their skills and charitable services as Volunteer Pilots or Drivers. I agree to hold Uphaven harmless from any and all damages I may suffer as a result of requesting or accepting the services of Volunteers via the Uphaven Services.

6. ***Reliance by Volunteers and Uphaven on This Waiver and Release.*** I understand that Uphaven is a charitable organization and that Volunteer Pilots and Volunteer Drivers are donating their charitable services free of charge to me, without any financial reimbursement for that service, or any expectation of receipt thereof, from Uphaven. I understand that Uphaven, Volunteer Pilots, and Volunteer Drivers are each relying upon the protection afforded by this Waiver and Release in return for their providing charitable services. I also acknowledge that there exist other means of transportation available to me, including, for example, commercial air transportation and surface transportation, and that I instead choose to receive Volunteer charitable services for, among other reasons, their convenience and/or cost savings relative to other means. I also agree that I consider the Uphaven Services, Volunteer transportation, donation of skills and use of aircraft and vehicles, and all related in-kind donations for my benefit to constitute significant, material, and valuable consideration in exchange for this Release.

7. ***FAA Reauthorization Act of 2018.*** I have been made aware that the FAA Reauthorization Act of 2018, which was signed into law as Public Law No. 115-254 by the President of the United States on October 5, 2018, includes a Section 584 which states, in part:

   "[N]o volunteer of a volunteer pilot nonprofit organization that arranges flights for public benefit shall be liable for harm caused by an act or omission of the volunteer on behalf of the organization if, at the time of the act or omission, the volunteer . . . (1) was operating an aircraft in furtherance of the purpose of . . the nonprofit organization to provide patient and medical transport . . ., disaster relief, humanitarian assistance, or other similar charitable missions; (2) was properly licensed and insured for the operation of the aircraft; (3) was in compliance with all requirements of the Federal Aviation Administration for recent flight experience; and (4) did not cause the harm through willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed by the volunteer."

   I agree, and intend through the execution of this waiver, to ensure that Uphaven is likewise held harmless for any and all harms caused by acts or omissions of Volunteers in connection with my Request and acceptance of the Uphaven Services.

8. ***Acceptance of Risk Related to COVID-19.*** I understand and agree that an inherent risk of exposure to COVID-19 currently exists in any place whether other persons are present, including Volunteer-provided charitable services. COVID-19 is an extremely contagious disease that can lead to severe illness, respiratory difficulty, and even death. By accepting use of the Uphaven Services, and by accepting Volunteer-provided charitable services, I voluntarily assume all risks related to potential exposure to COVID-19, and I do so having discussed any concerns I may have with a qualified healthcare professional prior to accepting any services.

9. ***Severability.*** In the event any portion of this contract is found invalid by any court of law,

5651 N Lydell Ave # 170047
Milwaukee, WI 53217
(414) 207-4567
hello@flyuphaven.org

tribunal, panel, or governing body, the remaining portions shall remain in full force and effect.

10. ***WAIVER AND RELEASE:*** Now, in consideration for receiving the Uphaven Services, and the volunteer transportation, free of charge, I agree that neither I nor my assignees, heirs, distributees, executors, guardians, successors, affiliates, agents, or legal representatives ("RELEASORS") will make a claim or assert any causes of action (known or unknown) against or sue Uphaven, Inc., its predecessors, successors, assigns, agents, directors, officers, employees, former employees, representatives, attorneys, benefit plans, insurers, divisions, affiliates, agents, legal representatives, Volunteers and all persons acting by, through, under or in concert with any of them ("RELEASEES") for any and all charges, claims, causes of action, suits, demands, complaints, injuries, costs, expenses, obligations, death, bodily injury, property damage, penalties or any other liability of any sort ("HARM"), known or unknown, suspected or claimed, arising from the provision of Uphaven Services and Volunteer transportation, including but not limited to HARM resulting from negligence in the provision of Uphaven Services and/or Volunteer transportation, or by any other acts or omissions of RELEASEES excluding gross negligence to the fullest extent allowed by law. I hereby WAIVE, and RELEASE, RELEASEES from liability for all such claims, causes of action and suits which RELEASORS or any of them now have or may hereafter have related to or arising from any use of the Uphaven Services now or indefinitely into the future for any and all future use of Uphaven Services. This Waiver and Release includes, without limitation, HARM which results from (a) my being in, on, around, or nearby an aircraft or vehicle, or within an airport environment, which could itself cause injury; (b) improper maintenance of or defects in the aircraft or vehicle, whether hidden, latent or obvious, which could cause an accident or incident; (c) negligent piloting or driving or other operation of the aircraft or vehicle, which could cause an accident; and/or (d) my slipping, falling or otherwise becoming injured on and about the aircraft or vehicle. THIS MEANS THAT, EXCEPT AS EXPRESSLY PERMITTED HEREIN, NEITHER I NOR MY HEIRS OR ESTATE MAY CLAIM AGAINST RELEASEES ANY DAMAGES ARISING OUT OF UPHAVEN SERVICES AND VOLUNTEER TRANSPORTATION.

11. ***Recurring Nature of Waiver and Release, Which Does Not Expire.*** This Waiver and Release may be used, and is deemed valid, as to all Requests on which the undersigned, or the minor(s) and/or mentally incompetent person(s) on whose behalf this Waiver and Release is being signed, is a passenger, now and into the future, and that if I at any time decide to withdraw from this Waiver and Release, my prior signature remains effective and cannot be revoked as to all prior Volunteer transportation I may have accepted or received, and that I will remain ineligible to request or receive any additional Volunteer transportation or to use the Uphaven Services until I have first re-executed the latest version of this Waiver and Release, a copy of which will be available on the Uphaven website and can be provided to me by Uphaven at my specific request.

DO NOT SIGN THIS WAIVER AND RELEASE BEFORE YOU HAVE CAREFULLY READ IT AND UNDERSTAND THAT IT IS A *RELEASE OF LEGAL LIABILITY*. IT IS A LEGALLY BINDING CONTRACT BY WHICH YOU AND YOUR HEIRS WILL BE BOUND, PREVENTING YOU AND YOUR HEIRS FROM BRINGING ANY LEGAL ACTION TO ASSERT ANY CLAIM AGAINST UPHAVEN, THE VOLUNTEERS, THE PRESENTING VOLUNTEER, OR ANY OTHER RELEASEES FOR NEGLIGENCE EXCEPT TO THE LIMITED EXTENT PERMITTED HEREIN OR BY LAW.

5651 N Lydell Ave # 170047
Milwaukee, WI 53217
(414) 207-4567
hello@flyuphaven.org

12. ***Applicability of this Waiver and Release; Optional Portion for Presenting Volunteer***. I understand and agree that this Waiver and Release of Liability represents the terms and conditions under which Uphaven provides Uphaven Services, and that by accepting those Services, I am agreeing to be bound by the terms and conditions set forth herein. I also understand that a Volunteer may wish to add his or her name to this Waiver and Release in consideration for offering me at their own expense their charitable services. I understand and agree that, if a copy of this Waiver and Release is presented to me and signed by a Volunteer ("Presenting Volunteer"), then my signature on this waiver is also intended to and hereby does confirm that I will forever release the Presenting Volunteer from any liability or harm resulting from my use of the Presenting Volunteer's services, now and indefinitely into the future, to the same extent I release all liabilities against Uphaven as described herein, and regardless of whether I execute subsequent copies of this waiver each time I elect to accept additional services from that same Presenting Volunteer in the future.

Optional Presenting Volunteer section
This section is optional, to be filled out by a Presenting Volunteer:

Presenting Volunteer Signature: _____ Date: _____

Presenting Volunteer Printed Name: _____

Mission Assistant Signature: _____ Date: _____

Mission Assistant Printed Name: _____

Mission Number: _____

If this section is signed by (a) Volunteer(s), then my release of liability in favor of the(se) Volunteer(s) shall apply to the mission identified above, if any, and to all future missions with (either of) the same Volunteer(s).

I, Passenger, understand and agree that this entire Waiver and Release remains valid and effective as to Uphaven regardless of whether this optional portion has been completed by a Presenting Volunteer, and that nothing in this optional portion is intended to limit, affect, or alter, in any way, my full and knowing release of liability in favor of Uphaven as expressed herein.

5651 N Lydell Ave # 170047
Milwaukee, WI 53217
(414) 207-4567
hello@flyuphaven.org

SIGNATURE(S) FOLLOW(S)

KNOWING AND VOLUNTARY EXECUTION: I HAVE CAREFULLY READ AND UNDERSTAND THIS ENTIRE WAIVER AND RELEASE, AND I SIGN IT OF MY OWN FREE WILL. I AGREE THAT THIS WAIVER AND RELEASE SUPERSEDES ANY ORAL REPRESENTATIONS AND PRIOR WRITTEN STATEMENTS MADE TO ME BY ANY UPHAVEN REPRESENTATIVE OR VOLUNTEER, AND THAT I AM NOT RELYING ON ANY PRIOR STATEMENTS IN CONNECTION WITH MY DECISION TO ACCEPT THE UPHAVEN SERVICES AND VOLUNTEER TRANSPORTATION. I UNDERSTAND AND AGREE THAT MY SIGNATURE BELOW WILL BIND ME FOR ALL FUTURE INSTANCES IN WHICH I CHOOSE TO ACCEPT UPHAVEN SERVICES AND/OR VOLUNTEER TRANSPORTATION. I ALSO AGREE TO PROVIDE A COPY OF THIS WAIVER AND RELEASE TO ANY COMPANIONS OR PASSENGERS WHO I MAY INVITE TO ACCOMPANY ME ON ANY TRIP FOR OR RELATING TO WHICH I MAKE ANY USE OF UPHAVEN SERVICES, AND I UNDERSTAND THAT ANY SUCH COMPANIONS OR PASSENGERS MUST ALSO EXECUTE THIS WAIVER IN ORDER TO ACCOMPANY ME. IF I AM SIGNING THIS AS A PASSENGER OR MISSION ASSISTANT, THEN I AGREE TO BE BOUND BY THE SAME TERMS AND CONDITIONS, AND TO RELEASE ALL POTENTIAL LIABILITY DESCRIBED HEREIN TO THE SAME EXTENT.

Passenger #1 Signature _____ Dated: _____

Passenger #1 Printed Name: _____

Passenger #2 Signature _____ Dated: _____

Passenger #2 Printed Name: _____

Passenger #3 Signature _____ Dated: _____

Passenger #3 Printed Name: _____

Passenger #4 Signature _____ Dated: _____

Passenger #4 Printed Name: _____

Passenger # 5 Signature _____ Dated: _____

Passenger # 5 Printed Name: _____

Uphaven, Inc. 501(c)(3) Nonprofit Organization.
Being there means *everything*.

5651 N Lydell Ave # 170047
Milwaukee, WI 53217
(414) 207-4567
hello@flyuphaven.org

I, the Mission Assistant on this flight, have read and understand this agreement in full. By my signature below, I intend to be bound by its terms and hereby agree to release Uphaven, the Journey Pilot, any other volunteers including Ground Guardians, and all others listed as releasees in this agreement from all claims I may now or thereafter hold arising from my participation in Uphaven Services and volunteer transportation.

Mission Assistant Signature _____ Dated: _____

Mission Assistant Printed Name: _____

Parent/Guardian Permission, Waiver and Release, and Certification of Entitlement to Transport Child/Children Across State Lines: I certify that I am the above child/children's or mentally incompetent person's/persons' parent or legal guardian. As such, I have carefully read and understand this document in its entirety and, on behalf of myself and the child/children or legally incompetent person/persons accepting Uphaven Services and volunteer transportation, and in consideration for receiving Uphaven Services and volunteer transportation free of charge, I hereby (a) give the child/children or mentally incompetent person/persons permission to accept the Uphaven Services and volunteer transportation; (b) WAIVE and RELEASE all claims, causes of action and suits against RELEASEES for HARM arising from Uphaven Services and/or volunteer transportation; and (c) certify that I am legally entitled to cause the child/children or mentally incompetent person/persons to travel across state line(s) in connection thereto.

Parent/Legal Guardian Signature _____Dated: _____

Parent/Legal Guardian Printed Name:_____

PHOTO RELEASE: I understand that in order to continue providing its free public benefit services, Uphaven, Inc. relies upon contributions which are in part solicited through publicity of Requests, Passengers, and Volunteers. In order to contribute to these efforts, I grant Uphaven, Inc., along with its authorized agents, employees, representatives, and volunteers, unrestricted permission to use and/or reuse, disseminate, copyright, print, reproduce, publish and republish, for any and all advertising and public purposes, including any and all advertising, publicity, display, publication or media, my and/or my child's image, photograph, and/or video. These uses may include basic identifying information such as my name, general diagnosis, and past itineraries, where permitted by law. I understand I can revoke this permission on a prospective basis at any time, but that in such an event Uphaven, Inc. will not be required to recall any materials already produced or disseminated bearing my likeness. I hereby release and discharge Uphaven, Inc., its successors, assigns, and agents from any and all claims and demands arising out of or in connection with the use of any of the foregoing, including any claims for defamation, invasion of privacy or violation of any statutory right.

Passenger #1 (initial) _____ Passenger #2 (initial)_____ Passenger #3 (initial)_____

Passenger #4 (initial) _____ Passenger #5 (initial)_____

5651 N Lydell Ave # 170047
Milwaukee, WI 53217
(414) 207-4567
hello@flyuphaven.org

Prior to departure, send by

- email to operations@flyuphaven.org,
- fax to TBD, or
- mail to:

  Uphaven, Inc.
  5651 N Lydell Ave # 170047
  Milwaukee, WI 53217