

A COVENANT NOT TO SUE AND INDEMNIFICATION AGREEMENT

I, _____, am about to voluntarily participate in various activities, including (but not limited) to flying activities, of the Honor Flight(TM) Inc., as passenger. In consideration of (i) the Honor Flight(TM) Inc. permitting me to participate in these activities and (ii) the entity providing free aircraft and flight service in connection with the Honor Flight(TM) activities (the "Flight Provider"), I, for myself, my heirs, administrators, executors and assigns, hereby covenant and agree that I will never institute, prosecute, or in any way aid in the institution or prosecution of, any demand, claim or suit against the Honor Flight(TM) Inc. (including the organization known as The Honor Flight Network) or against the Flight Provider (collectively, the "Released Parties") for any destruction, loss, damage or injury (including death) to my person or property, whether or not now known or foreseeable, which may occur from any cause whatsoever as a result of my participation in the activities of the Honor Flight (TM) Inc. organization.

If I, my heirs, administrators, executors, or assigns should demand, claim, sue or aid in any way in such a demand, claim or suit against the Released Parties in connection with my participation in the activities of the Honor Flight (TM) Inc. organization, I agree, for myself, my heirs, administrators, executors and assigns to indemnify the Released Parties for all damages, expenses, and costs it may incur as a result thereof.

I know, understand, and agree that I am freely assuming the risk of my personal injury, death or property damage, loss or destruction that may result while participating in the Honor Flight(TM) Inc. activities, including such injuries, death, damage, loss or destruction as may be caused by the negligence of the Released Parties.

I also understand and agree that I may be held liable for any damages or loss to the Honor Flight(TM) Inc. organization or to the Flight Provider which is caused by my gross negligence, willful misconduct, dishonesty or fraud and for limited damages or loss to the Honor Flight(TM) Inc. organization or the Flight Provider which is caused by my simple negligence.

I further understand that the term Honor Flight(TM) organization includes the non-profit organization known as Honor Flight, any officer, agent and/or employee thereof. I further understand that the term Flight Provider includes any director, officer, agent, attorney, employee or affiliate thereof and any pilot, aircraft owner or others providing services to the Flight Provider.

I understand and acknowledge that I may seek advice from legal counsel before signing this release. By signing this release, I acknowledge that either I have sought the advice of legal counsel or wish to now waive the opportunity to consult a lawyer before signing this release.

| | |
|------------------------------------|-----------|
| DATE | SIGNATURE |
| SIGNATURE OF HONOR FLIGHT OFFICIAL | |

I authorize Honor Flight(TM) Inc. officials to release my contact information (home phone and address) to other requesting individuals who participate in the same flight for purposes of communication and camaraderie with other participants. Please check the appropriate box and initial: **YES** **NO** Initials_____