



BOEING EMPLOYEES' FLYING ASSOCIATION (BEFA)

840 W. Perimeter Rd. Renton, WA 98057 (425) 271-2332



Passenger Waiver of Liability

(Passenger is defined as..."any person or persons while in, on or entering the aircraft for the purposes of riding or flying therein, or alighting there-from, or attempted flight therein.")

I have decided, of my own free will, to participate in a flight in an aircraft owned or managed or operated by the Boeing Employees' Flying Association ("BEFA"). In return for being allowed to do this, I understand and agree to the following:

1. I understand that the flight will be not be conducted under the rules found in Part 135 or Part 121 of the Federal Aviation Regulations applicable to airlines and air taxi operators, and that the flight will not comply with the enhanced safety requirements found in those Parts. I also understand that the aircraft I will fly in may be an older aircraft that does not necessarily have safety features found in more modern aircraft, and that pilot is someone I have chosen to fly with who does not meet the qualifications for a commercial pilot.
2. I am not a paying passenger and have provided no compensation to the owner or pilot(s) of the aircraft for the flight.
3. I understand that there are significant risks of property damage, injury, and death associated with flying in a general aviation aircraft, including risks relating to the design, construction, operation and maintenance of the aircraft, the knowledge, experience, training, health, planning and competence of the pilot, the weather conditions and conditions of airports and terrain, and other risks. I agree to assume all of these risks, and all other risks relating in any way to the flight, in their entirety.
4. I recognize that BEFA carries a limited amount of liability insurance to protect BEFA, the Boeing Company, and BEFA members against certain liabilities. BEFA's liability insurance policy is available in the BEFA office for my review.
5. In the event of an incident or accident, I waive any right to assert a claim of any type against BEFA, The Boeing Company, and/or their respective officers, directors, employees, and members, for any amount not covered by the insurance described in paragraph 5 above, including but not limited to claims against these persons and entities for their own negligence or other wrongful conduct.
6. If I am injured, incapacitated or killed while aboard or around a BEFA aircraft, it is my specific intent that my survivors and my estate, including my spouse (if any) and my executor, be bound by the limitations, waivers, and releases stated in this Waiver of Liability.
7. I understand that reading, reviewing, agreeing to, and signing this Waiver of Liability is a condition of my participating in the flight described above, and I have decided to do so voluntarily, without coercion, and with full understanding of the legal and other ramifications of this Waiver of Liability.
8. I agree that this Waiver of Liability shall be governed by the law of the state of Washington, without regard to its choice of law rules. I am aware that recreational activity waivers of liability such as this one are valid and enforceable under Washington law, even for incidents caused by negligence or other wrongful conduct, and I fully expect and intend that this waiver shall have full legal effect to limit and/or bar claims against the pilot, BEFA, The Boeing Company, and/or their respective officers, directors, employees, and members as described herein.

Passenger Name _____ **Phone No.** _____

Address _____ **City** _____ **State/Zip Code** _____

Passenger Signature _____ **Date** _____

Pilot Name _____ **Aircraft Tail #** _____

****Passenger under the age of 18**** *A parent's (or legal guardian's) signature on behalf the minor Passenger shall be binding for both the parent (and legal guardian) and the minor Passenger.*

Parent/Guardian Signature _____ **Date** _____