

ACKNOWLEDGEMENT, RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

**TRANSFER OF AIRCRAFT**

Seller: American Respiratory Solutions  
1125 N. Summit St.  
Crescent City, FL 32112

Buyer: Wings of Compassion Inc.  
PO Box 947  
Panama City FL. 32402

For and in consideration of cash amount of **\$ 0.00** a donation to Wings of Compassion Inc. of a **Beech 95-B-55** serial number **TC-1025** and all rigging and equipment from **American Respiratory Solutions** (Seller). Buyer, for itself, its officers, directors, and any person who Buyer shall allow to use said Aircraft, does hereby:

- 1) Acknowledge that:
  - a) The operation said aircraft involves airborne flight, which may be subject to mishap, injury, and death.
  - b) Seller has not made and does not make or give to Buyer or any user of said aircraft, and specifically disclaims any and all warranties, express or implied, concerning: the condition or safety of said Aircraft or the fitness of said Aircraft for flight or any other use. IN ADDITION, SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OR MERCHANTABILITY AND WARRANTY OF AIRWORTHINESS OF THE AIRCRAFT.
- 2) Unconditionally waive and release Seller, his heirs, personal representatives, and estate from any and all claims, rights, and causes of action which Buyer or its officers, directors, or any person hereafter using said Aircraft may now have or may in the future against Seller for all and any injustices, losses, or damages (specifically including punitive damages), or death which may occur to said persons or entities or property as a result of any use or attempted use of said Aircraft for any purpose whatsoever.
- 3) Indemnifies and holds harmless Seller, his heirs, personal representatives and estate, for and from any and all damages (specifically including punitive damages) or injuries to any person or property which might arise or be in any way connected with the operation or attempted operation of said Aircraft, specifically including, but not without limitation, actions based on negligence, strict liability, breach of contract, and any cause of action of any nature whatsoever.

IN WITNESS WHEREOF, this agreement is executed this **11th** day of **March**, in the year of **2009**, by the undersigned who hereby represents and warrants that he has read and understands this Agreement, and that he is authorized to execute this Agreement as and for the Buyer and as the act of the Buyer which shall be binding on and enforceable against Buyer.

Buyer:

Signed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Rodney A. Friend, President of the Florida Chapter; Wings of Compassion, Inc.

Witness: \_\_\_\_\_ Date: \_\_\_\_\_