



# Customer Acknowledgment Form for Animal Transport

We appreciate the trust you have put in Southern Airways Express/Mokulele Airlines to transport your animal. Their safety is paramount. As a condition of transporting your animal, we require that you: (1) obtain a valid and up-to-date health certificate for your animal (if required), (2) consider the risk factors associated with animal transportation, including those outlined below, (3) acknowledge your understanding and willingness to accept those risks, and (4) review and agree to the terms and conditions that apply when Southern Airways Express/Mokulele Airlines transports your animal, as outlined below.

## **Risk factors associated with animal transportation:**

- Not properly acclimating (getting animals used to) their travel crate prior to departure day may increase distress, injury, or chance of escape from their travel crate
- Strong or aggressive breeds may attempt to escape from their travel crate
- Stress may result from extreme temperatures
- Pre-existing health conditions may worsen due to stress during air travel
- Stress may result from lack of lighting and ventilation in the cargo hold of the aircraft

More information regarding these and other risk factors may be found at [iata.org](http://iata.org).

## **As a condition of Southern Airways Express/Mokulele Airlines accepting and transporting your animal:**

- I confirm that I have reviewed the information provided by Southern Airways Express/Mokulele Airlines, including its animal acceptance policies, and have prepared my animal for travel according to Southern Airways Express/Mokulele Airlines animal acceptance policies.
- I confirm that a licensed veterinarian has certified my animal is healthy to fly as agreed, and that I have acquired a valid health certificate for my animal dated within 10 days of travel (if required).
- I confirm that a licensed veterinarian has issued the breed verification form and a letter of acclimation for cold weather restrictions for my animal (if necessary, based on temperatures between 44°F-20°F).
- I understand that Southern Airways/Mokulele Airlines has the right to deny travel if my animal demonstrates aggressive behavior or is otherwise deemed a risk for travel.

Additionally, and without limitation of the foregoing, I hereby certify and confirm (1) my understanding and acceptance of the risk factors above and understanding that they are not comprehensive and that animal air travel is inherently stressful and affects each animal differently and (2) that I have complied with all Southern Airways Express/Mokulele Airlines Policies and IATA Live Animal Regulations, USDA/APHIS, U.S. Fish and Wildlife, and any other applicable local, state, federal and/or international animal travel requirements and live animal regulations, including those applicable to my animal's destination (the "Applicable Regulations").

## **I further acknowledge and agree that:**

1. It is my responsibility to comply with all Applicable Regulations and Policies referenced in this waiver.
2. Southern Airways Express will not be liable for any loss, damage, delay or expense arising from injury to or illness of my animal, including any loss or expense due to my failure to comply with Applicable Regulations or my provision of inaccurate, incomplete and/or misleading information in connection with my animal's travel.
3. I accept and agree to all terms of this Customer Acknowledgment Form (Animal Transportation) as the conditions on which Southern Airways Express/Mokulele Airlines provides transportation for my animal, and I accept and agree to be fully responsible for all associated costs as referenced herein.

4. Certain failures to comply with Southern Airways Express/Mokulele Airlines Policies and Applicable Regulations constitute fraudulent misrepresentation for which Southern Airways Express/Mokulele Airlines may seek recourse to the fullest extent permitted by law.

Fraudulent acts and/or misrepresentations for which Southern Airways Express/Mokulele Airlines may seek recourse include without limitation (a) providing a health certificate that is false, intentionally incomplete, or prepared for a different animal, (b) providing false statements regarding the acclimation procedures previously performed and/or (c) providing false statements regarding the overall health or behavioral temperament of the animal.

5. I authorize Southern Airways Express/Mokulele Airlines at any point in my animal's travel to pursue emergency services as deemed necessary by Southern Airways Express/Mokulele Airlines in its sole determination, including in the event of any incident or emergency that may concern my animal's health, by transporting my animal to a veterinary clinic, animal hospital, or similar facility; and I agree to be responsible for any associated charges and to promptly reimburse Southern Airways Express/Mokulele Airlines for any such charges it may incur.
6. I authorize Southern Airways Express/Mokulele Airlines to take my animal to a local kenneling facility if, in the Airlines sole determination, temperatures become unsafe during travel; and I agree that I will be fully liable for any associated charges and to promptly reimburse Southern Airways Express/Mokulele Airlines for any such charges it may incur.
7. I authorize Southern Airways Express/Mokulele Airlines, if necessary, to fully investigate the cause of any illness or abnormal condition resulting in injury or death, including by necropsy, in the unlikely event death occurs.

I acknowledge and agree that Southern Airways Express/Mokulele Airlines will not be liable for any loss or expense arising out of failure to comply with any Applicable Regulations or Southern Airways Express/Mokulele Airlines Policies or the provision of inaccurate, incomplete and/or misleading information in connection with my animal's travel, including if my animal is refused passage into or through any state or country. I agree to indemnify Southern Airways Express/Mokulele Airlines and its affiliates, and hold them harmless from and against any cost, fine, penalty, or other damage or expense of any kind (including attorney fees) arising out of or related to my failure to comply with any Applicable Regulations or Southern Airways Express/Mokulele Airlines Policies and/or the provision of inaccurate, incomplete and/or misleading information in connection with the animal's travel and/or this Customer Acknowledgement Form.

If I am arranging for the transport of an animal on behalf of a third party, I represent and warrant that I have the knowledge and authority and have obtained the third party's consent to enter into and to make the certifications and agreements within this Customer Acknowledgement Form (Animal Transportation) on behalf of myself and any such third party.

My signature below certifies that I have read and understood the risks and requirements provided by Southern Airways Express/Mokulele Airlines and agree to the terms and conditions set forth in this Customer Acknowledgment Form (Animal Transportation) as a condition of the transportation of any animal with Southern Airways Express/Mokulele Airlines.

\_\_\_\_\_  
Pet Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pet Owner Printed Name

\_\_\_\_\_  
Pet Owner Address

\_\_\_\_\_  
Pet Owner Direct Phone Number