



**GENERAL RELEASE FROM LIABILITY IN CONNECTION WITH TRAVEL
BY THIRD PARTIES ON UN-PROVIDED AIRCRAFT/VEHICLE**

I, the undersigned, hereby recognize that my travel on the **aircraft/vehicle** provided by the United Nations on (Dates) from / / to / / is solely for my own convenience and benefit or that of my employer and may take place in areas or under conditions of special risk. In consideration of being permitted to travel on such means of transport, I hereby:

- (a) Acknowledge that:
 - i. this travel is operated by an independent operator for the official business and purposes of the United Nations, and is not offered as a commercial service or as a service for the general public;
 - ii. this travel is operated in an area of possibly hazardous conditions, including hostilities;
 - iii. the operating conditions and facilities for this travel may not meet ICAO or other international or national standards, which could pose special risks for the flight;
 - iv. no charge has been imposed or paid in relation to my travel and no "ticket" as understood under the terms of the Warsaw Convention or related authorities has been issued; and
 - v. my travel is not covered by the Warsaw Convention or related authorities;
- (b) Recognize that the officials, employees and agents of the United Nations shall not be responsible for any loss, damage, injury or death that may be sustained by me during such travel;
- (c) Assume all risks and liabilities during such travel arising out of the conditions under which the flight/vehicle is operated referred to in sub-paragraphs (a) (i), (ii) and (iii) above, and recognize that the United Nations shall not be responsible for any loss, damage, injury or death that may be sustained by me due to such conditions;
- (d) Agree, for myself as well as for my dependents, heirs and estate, that in the event that I sustain any loss, damage, injury or death during such travel for which the United Nations otherwise may be found to be liable, such liability, if any, shall be subject to the terms of paragraphs 8 and 9 of General Assembly resolution 52/247 of 17 July 1998, whether or not the flight/vehicle is operated in the context of peacekeeping operations and whether or not such terms are otherwise directly applicable by virtue of that resolution.*

(Date)

(Date)

(Signature of Witness)

(Signature of Passenger)

(Print Name of Witness)

(Print Name of Passenger)

* In paragraphs 8 and 9 of its resolution 52/247 of 17 July 1998, the General Assembly:

“8. *Decides* that, where the liability of the Organization is engaged in relation to third-party claims against the Organization resulting from peacekeeping operations, the Organization will not pay compensation in regard to such claims submitted after six months from the time the damage, injury or loss was sustained, or from the time it was discovered by the claimant, and in any event after one year from the termination of the mandate of the peacekeeping operation, provided that in exceptional circumstances, such as described in paragraph 20 of the report of the Secretary-General (A/51/903), the Secretary-General may accept for consideration a claim made at a later date;

“9. *Decides also*, in respect of third-party claims against the Organization for personal injury, illness or death resulting from peacekeeping operations, that:

- (a) Compensable types of injury or loss shall be limited to economic loss, such as medical and rehabilitation expenses, loss of earnings, loss of financial support, transportation expenses associated with the injury, illness or medical care, legal and burial expenses;
- (b) No compensation shall be payable by the United Nations for non-economic loss, such as pain and suffering or moral anguish, as well as punitive or moral damages;
- (c) No compensation shall be payable by the United Nations for homemaker services and other such damages that, in the sole opinion of the Secretary-General, are impossible to verify or are not directly related to the injury or loss itself;
- (d) The amount of compensation payable for injury, illness or death of any individual, including for the types of loss and expenses described in subparagraph (a) above, shall not exceed a maximum of 50,000 United States dollars, provided, however, that within such limitation the actual amount is to be determined by reference to local compensation standards;
- (e) In exceptional circumstances, the Secretary-General may recommend to the General Assembly, for its approval, that the limitation of 50,000 dollars provided for in subparagraph (d) above be exceeded in a particular case if the Secretary-General, after carrying out the required investigation, finds that there are compelling reasons for exceeding the limitation;”