

Steilacoom, WA 98388

Eileen A. Hemman

Fax

To: Bryce Danning

From: Eileen A. Hemman

Fax: (907) 271-3007 /

Pages: 6

Phone: NTSB 222 West 7th Ave, Rm 216, Box 11 **Date:** 7 Jan 2014

Re: Additional information from widow

cc:

Urgent

For Review

Please Comment

Please Reply

Please Recycle

• Comments:

Attached is a letter and two additional documents.

National Transportation Safety Board

222 West 7th Ave

Room 216, Box 11

Anchorage Alaska

99508

Attn: Bryce Danning

Re: ANC13FA058

Accident June 28,2013

Beech N5JG

Dear Mr. Danning

I am the widow of one of the person killed in the above accident. I understand that you are the NTSB agent responsible for preparing the Report of that accident. There are a few things that I believe you should be aware of before you finalize your report. They are:

In the fall of 2013 when my husband purchase N5JG he was undergoing chemotherapy treatment for cancer discovered after his accident in the summer of 2012. At that time he considered himself medically unqualified to serve as Pilot in Command of an aircraft. He arranged to have Mr. John Ellenberg accompany him on a planned trip to Alaska the coming summer. His reason for doing so is that he wanted pilot in the aircraft that would qualify as Pilot in Command and would otherwise satisfy all of the FAA and his insurance policy requirements. Mr. Ellenberg was a highly qualified pilot in a Beech Baron Aircraft, a Certified Flight Instructor and in fact had sold N5JG to my husband. Mr. Ellenberg was also killed in the accident. In the spring of 2014 my husband believed that his medical condition had improved to the extent that he contacted the FAA and requested this his medical qualification be reinstated. He never received a response from the FAA to that request.

Mr. Ellenberg agreed to accompany my husband on the trip and elected to bring along his fiancée Laurie Buckner. He paid nothing to go on the trip. At the time he agreed to go he signed two documents listing himself as Pilot in Command. Those documents are a Waiver of Liability and a Registration for the trip. Copies are attached.

My husband never flew the Beech Baron by himself. In fact, he arranged to have a qualified pilot onboard the plane on all occasions, whether or not he was present. In the days preceding the crash that killed him, my husband was exhibiting serious health issues that were apparent to others that were on the flight. My husband always made safety his primary concern; he never allowed his health issues to create a risk for any passenger. He protected others by making sure that a qualified pilot was in command of his plane.

I hope this information will help you and finalizing your report.


[REDACTED]
Eileen Hemman

Group Member Name _____

LetsFlyAlaska, LLC
WAIVER AND LIABILITY RELEASE BY LETSFLYALASKA PARTICIPANT

THIS DOCUMENT AFFECTS IMPORTANT RIGHTS – PLEASE READ CAREFULLY

1. Assumption of Risk.

I intend to participate in a flying activity sponsored by LetsFlyAlaska, LLC, its owners, and or employees in and outside of the United States of America, during which time I will either be operating an aircraft or a passenger in a participating aircraft. I understand that travelling to and from this event and in particular travelling in private aircraft necessarily entails a risk of grave bodily injury or death from pilot error or other circumstances. Private aircraft flights can crash from mechanical failure, negligent maintenance, range and altitude limitations of aircraft, defects in runways and unimproved landing strips, interference by wildlife, limited or non-existent air traffic control and radar coverage, limited approach procedures to controlled airports, lack of instrument approach and departure procedures at airports of use, limited or non-existent search and rescue, unfavorable weather or terrain conditions, latent defects in aircraft or other modes of transportation, the possibility of contaminated fuel, hostile environment or government activities, terrorist acts, lack of sufficient security for aircraft and personnel, or other causes, or a combination of causes. I expressly agree to assume the risks inherent in travel to, from, and within the LetsFlyAlaska, LLC activity, by private aircraft or otherwise.

I understand and acknowledge that LetsFlyAlaska, LLC, its owners, and or employees does not assume any responsibility or liability for the safety of any participating aircraft, pilot or passengers, during any of the travel, flight operations, or other described activities that are in any way related to those specified in the literature provided to me prior to these travel activities. LetsFlyAlaska, LLC, its owners, and or employees has made no representations or warranties to me regarding any of these activities, and I have received no promises or other warranties from any of them that they assume any legal liability or responsibility for any accident, injury, mishap, occurrence, or other adverse event, which might occur during these activities.

2. No LetsFlyAlaska, LLC Insurance.

I understand and acknowledge that LetsFlyAlaska, LLC maintains *no insurance coverage for participants*. Further, I understand and acknowledge that the intention of this document is to protect LetsFlyAlaska, LLC, from suit and that any insurance needs are the responsibility of the aircraft owner, Pilot-in-Command (PIC), and participants and all flight decisions are the responsibility of the PIC.

3. Understanding of Risks.

By signing this Waiver and Liability Release, I am indicating that I fully understand and am aware of the risks referred to above and that, after consideration of those risks, I wish to participate in the activities of LetsFlyAlaska, LLC, including flying within an aircraft, without imposing any risk of liability on LetsFlyAlaska, LLC, its owners, and or employees.

4. Release and Walver of Liability.

Being fully informed of the risks of traveling to/from and participation in a LetsFlyAlaska, LLC activity, and having agreed to assume those risks, I, on behalf of my heirs, successors, assigns, agents, employees, and representatives, hereby release and forever discharge LetsFlyAlaska, LLC, its owners, and or employees, volunteers, agents, attorneys and their families from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character, and description, known or unknown, including personal injury and death, which I may now own or hold, or have at any time heretofore owned or held, or may at any time hereafter own or hold by reason of any matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done, in connection with my travel by aircraft or other vehicle to and from activities presently or hereafter sponsored or organized by LetsFlyAlaska, LLC, its owners, and or employees, members or volunteers.

5. Walver of Civil Code.

Further, I am advised that some state's Civil Codes provides that:

Group Member Name _____

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I understand and acknowledge the significance and consequences of this or similar Civil Codes and hereby elect to waive the benefits of its provisions, with the intent that this release and waiver of liability shall include claims known or unknown, and unknown and unsuspected.

6. Full and Complete Release.

I understand and acknowledge that this Waiver and Release of Liability is intended as a complete and continuous release for all trips or activities participated in by me on or after the date that I sign this Waiver and Release of Liability.

7. Right to Legal Counsel.

I understand and acknowledge that I may seek advice from legal counsel if I have any doubt before signing this Agreement. By signing this Agreement I acknowledge that I have either sought the advice of legal counsel or wish to now intentionally waive the opportunity to talk to a lawyer by my signature on this Agreement.

8. Understanding of This Document

I understand and acknowledge that by signing this Agreement, I am confirming that I understand the language used in it. I represent that if there is any word or phrase that I did not understand, that I have sought the advice of an attorney or other person for an explanation. I acknowledge that neither I nor my heirs or representative will later claim in the event of injury, death or property damage, that I did not understand what I was signing in this Agreement.

9. Indemnification Obligation.

I agree to hold harmless and indemnify (reimburse) the parties being released for any costs or attorney's fees that may be incurred as a result of any challenge to this Release or legal action brought in contravention of this Agreement, in litigation resulting from my injury, death or property damage, in connection with any activity with LetsFlyAlaska, LLC.

10. Full and Complete Agreement.

I understand and acknowledge that this Release is a full and complete agreement with regard to the risks I am taking by embarking on a LetsFlyAlaska, LLC activity. No other documents, oral promises or other information can be used to modify or alter the terms of this Waiver and Liability Release. This agreement is a fully integrated, final and complete statement of the agreement I have entered into. If any provision of this Release is declared invalid, the remaining provisions remain enforceable.

11. Alaska Law to Apply.

I understand and acknowledge that this Waiver and Liability Release is a private contract entered into in Alaska and that it shall be governed by Alaska law, regardless of where any occurrence covered by this agreement takes place.

Pilot-in-Command Name: John P. Ellenberg
 Address: _____
 City State Zip: Simpsonville, SC 29681
 Home Phone: _____
 Work Phone: _____
 Cell Phone: _____
 Fax Phone: _____
 Email: _____
 Aircraft Registration #: N57E
 PIC Signature: [Signature] Date: 10-17-2012

Group Member Name _____

Passenger Name & Signature

Pilot and all passengers must sign (Children 17 or younger must have parents signature)

Passenger 1 (or Co-Pilot) Name: Laurie Buckner
 Address: _____
 City State Zip: Simonsville, SC 29681
 Home Phone: _____
 Signature: _____ Date: 10/17/12

Passenger 2 Name: _____
 Address: _____
 City State Zip: _____
 Home Phone: _____
 Signature: _____ Date: _____

Passenger 3 Name: _____
 Address: _____
 City State Zip: _____
 Home Phone: _____
 Signature: _____ Date: _____

For questions Email -- _____

Please mail completed & signed document to:

During summer months:

LetsFlyAlaska, LLC

Fairbanks, AK 99706

During other than summer months:

LetsFlyAlaska

Olympia, WA 98501

Oct 07 12 02:09p

John D. Ellenberg

FLYING WITH ME

p.1

letsflyalaska.com



LetsFlyAlaska, 7843 Old Hwy 99 SE
Olympia, WA 98501

1-866-FLY-TOAK (359-8625)

To reserve a spot on our LetsFlyAlaska adventure answer the questions below then mail this questionnaire to LetsFlyAlaska, 7843 Old Hwy 99 SE, Hanger 8, Olympia, WA 98501 or fax to 360-705-0070. If you download this form you may also save it to your computer then email it back to [redacted].

The information is used to make hotel & other reservations, file group flight plans, and in case of emergency or illness.

PIC Information

PIC Name Last: Ellenberg		First: John		Middle: Doane	
Birthdate (DD/MM/YYYY): [redacted] 1933		Citizen of: us		Passport #: [redacted]	
PIC Mailing Address Street Address or PO Box: [redacted]					
City: Simpsonville		State: sc		Zip: 29681	
Phone Home: [redacted]		Business: [redacted]		Cell: [redacted]	
PIC Email: bangarbain@hotmail.com			Pilot Certificate #: [redacted]		
PIC Emergency Contact Name: Michele Brooks					
Address: [redacted]					
Phone/Email: [redacted]					

Co-Pilot/Passenger Information

CP/PAX Name Last: Buckner		First: Laurie		Middle: Anne	
Birthdate (DD/MM/YYYY): [redacted] 1960		Citizen of: us		Passport #: [redacted]	
CP Mailing Address Street Address or PO Box: [redacted]					
City: Simpsonville		State: sc		Zip: 29681	
Phone Home: [redacted]		Business: [redacted]		Cell: [redacted]	
CP Email: laurie.ellenberg@gmail.com			Pilot Certificate #: N/A		
CP Emergency Contact Name: Sarah Alford					
Address: [redacted]					
Phone/Email: [redacted]					

Your Ratings	Primary Pilot			Co-Pilot/Passenger (If not pilot estimate # hours in front seat)		
	Check Type Pilot Certificate	Instrument Rated?	Total Time	Check Type Pilot Certificate	Instrument Rated?	Total Time
	<input type="checkbox"/> Pvt	yes	6,900	<input type="checkbox"/> Pvt		
	<input checked="" type="checkbox"/> Comm	Last Flight Review		<input type="checkbox"/> Comm	Last Flight Review	
	<input type="checkbox"/> ATP	Month	Year	<input type="checkbox"/> ATP	Month	Year
	<input checked="" type="checkbox"/> CFI	September	2012	<input type="checkbox"/> CFI		

Your Aircraft	Make	Model	Year	Number	Equipment	Color
Insurance Company						Last Annual Insp.

How many hotel rooms will you need at each stop? One Two Do you prefer: Smoking Non-Smoking

Total planned number of people in your airplane: See comments below 1 Bed 2 Beds

Please check which adventure you're signing up for by checking the appropriate box below

June 150 Knot Tour June 110 Knot Tour

Comments:

Would plan to fly with Dale as "cockpit" or "front seat" passenger. Hopefully, my co-pilot/Pax fiance would be able to go along as a "rear seat" observer. By then, her last name may be changed to Ellenberg. Laurie is not a pilot, but has about 30 hrs. of dual, and is also an excellent passenger.

If you plan to have more than two people in your aircraft please add their name and contact information in this area.