

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of being granted a USHGA Flight Proficiency Rating, _____ (*Pilot*) and the parent or legal guardian of *Pilot* if *Pilot* is a minor, for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

A. DEFINITIONS - The following definitions apply to terms used in this Agreement:

1. "**PARTICIPATION IN THE SPORT**" means launching (and/or assisting another in launching), flying (whether as pilot in command or otherwise) and/or landing (including, but not limited to, crashing) a hang glider or paraglider.
2. "**SPORTS INJURIES**" means **personal injury, bodily injury, death, property damage and/or any other personal or financial injury** sustained by *Pilot* as a result of *Pilot's PARTICIPATION IN THE SPORT* and/or as a result of the administration of any USHGA programs (for example: the Pilot Proficiency System). If *Pilot* is under 18 years of age, the term "**SPORTS INJURIES**" means **personal injury, bodily injury, death, property damage and/or any other personal or financial injury** sustained by *Pilot* as well as **personal injury, bodily injury, death, property damage and/or any other personal or financial injury** sustained by *Pilot's* parents or legal guardians, as a result of *Pilot's PARTICIPATION IN THE SPORT* and/or as a result of the administration of any USHGA programs.
3. "**RELEASED PARTIES**" means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
 - a) The United States Hang Gliding Association, a California Non-profit Corporation (USHGA);
 - b) Each of the person(s) sponsoring and/or participating in the administration of *Pilot's* proficiency rating(s);
 - c) Each of the hang gliding and/or paragliding organizations which are chapters of the USHGA;
 - d) The United States Of America and each of the city(ies), town(s), county(ies), State(s) and/or other political subdivisions or governmental agencies within whose jurisdictions *Pilot* launches, flies and/or lands;
 - e) Each of the property owners on or over whose property *Pilot* may launch, fly and/or land;
 - f) All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the site(s) where *Pilot PARTICIPATES IN THE SPORT*. "All persons involved" include, but are not limited to, spectators, hang glider and/or paraglider pilots, assistants, drivers, instructors, observers, and owners of hang gliding and/or paragliding equipment; and
 - g) All other persons lawfully present at the site(s) during *Pilot's PARTICIPATION IN THE SPORT*.

B. I FOREVER RELEASE AND DISCHARGE the **RELEASED PARTIES** from any and all liabilities, claims, demands, or causes of action that I may hereafter have for **SPORTS INJURIES**, however caused, even if caused by the negligence (whether active or passive) of any of the **RELEASED PARTIES**, to the fullest extent allowed by law.

C. I WILL NOT SUE OR MAKE A CLAIM against any of the **RELEASED PARTIES** for loss or damage on account of **SPORTS INJURIES**. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorneys' fees and costs of the **RELEASED PARTIES**.

D. I AGREE THAT this **AGREEMENT** shall be **governed by** and **construed** in accordance with the laws of the State of California. **All disputes and matters** whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in the State of California, U.S.A. to the exclusion of the Courts of any other State or Country.

E. SEVERABILITY. If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

F. I REPRESENT THAT *Pilot* is at least 18 years of age, or, that I am the parent or legal guardian of *Pilot* and am making this agreement on behalf of myself and *Pilot*. If I am the parent or legal guardian of *Pilot*, I **AGREE TO INDEMNIFY AND REIMBURSE** the **RELEASED PARTIES** for their defense and indemnity from any claim or liability in the event that *Pilot* suffers **SPORTS INJURIES** as a result of *Pilot's PARTICIPATION IN THE SPORT*, even if caused in whole or in part by the negligence (whether active or passive) of any of the **RELEASED PARTIES**.

G. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

I have read, understand, and agree to the above **RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT.**

Participant's Signature Date

Signature of Pilot's Parent or Legal Guardian if Pilot under 18 years of age Date

UNITED STATES HANG GLIDING ASSOCIATION, INC. TEMPORARY RATING

Expires 30 days from the date issued. Valid ONLY upon signing of above Assumption of Risk Agreement.

| Rating: | | Spec. Skills: | | |
|---------|------|---------------|-----|-----|
| ATP | H-IT | CL | FSL | |
| H-1 | H-2 | AWCL | TUR | |
| H-3 | H-4 | RLF | RS | |
| FL | Tow | Tech | AT | X-C |
| P-1 | P-2 | HA | PS | |
| P-3 | P-4 | | | |

Name _____

USHGA # _____

Issued by: _____

Issuer's USHGA # _____

Dated: _____

(Instructor - CIRCLE those applied for and CROSS OUT those not applied for)