

# **FIVE VALLEY HANG GLIDING**

## **RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT**

In consideration of the benefits to be derived from instruction by Five Valley Hang gliding (Jeff Shapiro, Instructor), I, \_\_\_\_\_ (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) or Five Valley Hang Gliding lessons. If Pilot is under 18 years of age, the term **SPORTS INJURES** 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 or Five Valley Hang Gliding 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); including but not limited to any officer or instructor working for Five Valley Hang Gliding (Jeff Shapiro);

c) Each of the hang gliding and/or paragliding organizations that 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" includes, but is not limited to, spectators, hang glider and/or paraglider pilots, powered ultralight 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 Montana. 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 Montana, 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. CONSTRUCTION.** This agreement shall apply to any and all **SPORTS INJURES** occurring at any time after the execution of this agreement. This agreement is in addition to and is not intended to replace any other agreements related to liability for **SPORTS INJURIES** that **Pilot** may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, **Pilot** intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.

**G. 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 PARTES** for their defense and indemnity from any claim or liability in the event that **Pilot** suffers **SPORTS INJURIES** as a result of **Pilots 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**, to the fullest extent allowed by law.

**H. 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.**

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I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN HANG GLIDING AND/OR PARAGLIDING, AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS AGREEMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY ME IN CONNECTION WITH HANG GLIDING/PARAGLIDING. *I ALSO AKNOWLEDGE THAT NO REFUNDS WILL BE ISSUED FOR ANY MONIES PAID.*

**WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING!**

**\*Pilot also pertains to Tandem Pilot/Participant.**

\_\_\_\_\_  
Pilot's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pilot's USHGA Number

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent or Legal Guardian