

# Release of Liability, Waiver of Legal Rights and Assumption of Risk

In consideration of the use of Hang Gliders, Ultra lights, Winches or other related equipment (hereafter collectively call "the Equipment") or services of Wings to Fly ltd, John Alden, WTFc, The Ohio Flyers , Rick Mullins, and the use of the facilities, ground school, instruction, premises and equipment of John Alden, , Wes Jones, Cary Hutchinson, or Rick Mullins in connection with my participation in the sport of hang gliding, ground instruction, flight instruction, aero towing, motorized flight, ultra light soaring, and related activities (hereinafter collectively called "Hang Gliding Activities") I hereby understand and agree to this release of liability, waiver of legal rights and assumption of risk as follows:

1. I acknowledge that hang gliding is an action sport and recreational activity involving travel in three dimensions and that my participation in such activity may result in mishap and injury. I understand I may suffer physical injuries, including, but not limited to, broken limbs, paralysis or fatal injury while participating in the sport of hang gliding. (Initial here)\_\_\_\_\_
2. I hereby RELEASE AND DISCHARGE, Wings to Fly, John Alden, Wes Jones, Marty Brown, Larry Lindsey, Rick Mullins, Cary Hutchinson, , The Ohio Flyers, and their respective officers, directors, agents, instructors, pilots, members, and owners of equipment and the land and premises used for Hang Gliding Activities (hereinafter collectively referred to as "Released Parties") from any and all liability, claims, demands or causes of action that I may hereafter have for injuries or damages arising out of my participation in Hang Gliding Activities, including, but not limited to losses or damages CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial here)\_\_\_\_\_
3. I understand and acknowledge that Hang Gliding Activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPTING IN HANG GLIDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial here)\_\_\_\_\_
4. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Hang Gliding Activities. (Initial here)\_\_\_\_\_ I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including attorneys' fees incurred in connection with any action brought as a result of my participation in Hang Gliding Activities. (Initial here)\_\_\_\_\_
5. I will take full responsibility for, and hold harmless all Released parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in Hang Gliding Activities. (Initial here)\_\_\_\_\_
6. I agree that I will operate the Equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual and that course fees do not cover Equipment damage. (Initial here)\_\_\_\_\_
7. I have read and understand the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption by me of all risks arising out of my engaging in Hang Gliding Activities. . (Initial here)\_\_\_\_\_
8. I further represent that this release of liability, waiver of legal rights and assumption of risk shall continue in force and effect for so long as I engage in Hang Gliding Activities which are in any way connected to or with the Released Parties. . (Initial here)\_\_\_\_\_
9. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risk is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in Hang Gliding Activities, including any claims caused by the negligence of the Released parties. . (Initial here)\_\_\_\_\_

**I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK, FULLY UNDERSTNDING ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.**

Pilot's Signature \_\_\_\_\_ Date \_\_\_\_\_ Pilot's USHGA # and Ratings \_\_\_\_\_

Signature of Pilot's parent or legal guardian if pilot under 18 years of age \_\_\_\_\_ Date \_\_\_\_\_

Print Pilot's Name (First, Middle Initial, Last) \_\_\_\_\_ Phone #s \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_ e-mail \_\_\_\_\_

Emergency contacts \_\_\_\_\_  
Names and Phone #s \_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_ DOB \_\_\_\_\_ Occupation \_\_\_\_\_

Medical concerns \_\_\_\_\_

Flight experience to date \_\_\_\_\_

Other hobbies and interests \_\_\_\_\_