

## HOLD HARMLESS / RELEASE AGREEMENT

Read and initial each of these provisions before deciding whether participate, observe, purchase or begin training for, or using any products, or participation in powered paragliding, paragliding, paramotoring, aviation and any form of powered or unpowered towing. **Signing this document results in your giving up valuable legal rights** to sue the powered paraglider group, chapters, USPPA, USHPA, ASC, USUA, club members, officers, trainers, landowners, leasing parties of land & properties, buildings facilities or anyone responsible for the conditions of the properties, facilities or any equipment using or any other person or organization for any loss, injury, or death you may suffer as the result of participation, usage, training, equipment, or supervision even if it is the result of negligence.

Read and understand each provision of this agreement and so indicate by placing your initials in the space provided at the end of each provision.

**WARNING!!** Aviation, including powered paragliding, paragliding, paramotoring and paraglider towing are high risk sports in which sprains, breaks and injury are common, as is the risk of death.

In consideration of Don Jordan, Hoosier PPG Flight Training, LLC, Gayle Boyer & Boyer Flight Park, Inc. allowing

\_\_\_\_\_ (Print Name)

to utilize facilities, and/or participate in powered paragliding, paragliding, paramotoring or paraglider towing, it is agreed that:

**1) ASSUMPTION OF RISK:** I am fully aware that powered paragliding, paragliding, paramotoring and paraglider towing and all associated activities are calculated, high risk activities that contain inherent risks and dangers, including serious injury or death, that no amount of care, caution, instruction, or expertise can eliminate. I voluntarily and freely choose to incur any and all such risks and dangers. By signing this document I acknowledge that I understand the scope, nature and extent of the risks involved in the activities contemplated by this agreement. \_\_\_\_\_

**2) EXEMPTION FROM LIABILITY:** I hereby fully discharge of Don Jordan, Hoosier PPG Flight Training LLC, Gayle Boyer & Boyer Flight Park, Inc., land owners, paraglider/wing/gear/paramotor equipment manufacturers, their officers, members, employees, contractors, successors, or assigns, from any and all liability, claims, actions, and causes of action, whatsoever, arising out of any damage, loss, or injury to me or my property while upon the premise or in or around aircraft, motor units, paragliders, harnesses, or other vehicle, whether stopped or in motion, while participating in club flying, personal flying, demonstrations, training, paragliding flights, tandem powered paragliding, powered paragliding, paraglider towing, or any other activity directly, or indirectly, contemplated by this agreement, whether such loss, damage or injury results from the negligence, either active or passive of the Powered Paraglider Group, AND/OR ANY OF THE PARTIES IDENTIFIED IN THIS DOCUMENT, or from any other cause or causes. \_\_\_\_\_

**3) COVENANT NOT TO SUE:** I agree never to institute any suit or action at law or otherwise and hereby instruct my heirs, executors and administrators never to institute any suit or action at law or otherwise against Don Jordan, Hoosier PPG Flight Training LLC, Gayle Boyer & Boyer Flight Park, Inc. OR ANY OTHER PARTY IDENTIFIED BY THIS DOCUMENT, nor to assist nor initiate the prosecution of any claim for damages or cause of action which I, my heirs, executors or administrators may have by reason of damage, injury or death to my person or property arising from the activities contemplated by this agreement. \_\_\_\_\_

**4) INDEMNITY AGAINST THIRD PARTY CLAIMS:** I agree to indemnify, save and hold harmless all persons involved directly or indirectly, the AND/OR ANY OF THE PARTIES IDENTIFIED IN THIS DOCUMENT, from any and all losses, claims, actions, or proceedings of every kind and character. This includes REIMBURSEMENT OF ALL LEGAL COSTS, REASONABLE COUNSEL FEES AND ALL LOSSES FINANCIALLY incurred by all parties mentioned, the Powered Paraglider Group, OR ANY OTHER PARTY IDENTIFIED BY THIS DOCUMENT, for the defense of any actions that may arise directly, or indirectly, by any persons or organizations which arise from the activities contemplated by this agreement. \_\_\_\_\_

**5) CONTINUATION OF OBLIGATIONS:** I agree and acknowledge that the terms and conditions of the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNIFY AGAINST THIRD PARTY CLAIMS shall continue in full force and effect now and in the future, and at all times during my participation, either directly or indirectly in the activities of the OR ANY OTHER PARTY IDENTIFIED BY THIS DOCUMENT, and shall be binding upon my heirs, executors and administrators of my estate. \_\_\_\_\_

**6) INSURANCE:** I understand that if I require, or want, insurance I must provide my own. Further, I understand that of Don Jordan, Hoosier PPG Flight Training, LLC, Gayle Boyer & Boyer Flight Park, Inc. does not provide or have insurance of any type, either life, liability, or medical. Nor do any of the parties identified in this document. \_\_\_\_\_

**7) SUMMARY:** I hereby recognize that this agreement is a CONTRACT pursuant to which I have released any and all parties from liability for any loss either to my person or property, EVEN IF SUCH LOSS RESULTS FROM NEGLIGENCE OF ANY PARTY IDENTIFIED IN THIS DOCUMENT, either singly or collectively. Further, I understand that if I institute any suit or action at law against any of the identified parties for any loss, no matter how minor or severe, to my person or property this document will be used in court. I UNDERSTAND THAT AGREEMENTS OF THE TYPE HAVE BEEN UPHELD IN COURTS IN SIMILAR CIRCUMSTANCES. \_\_\_\_\_

ALL I HAVE READ, SIGNED AND AGREED TO IS IN ACCORDANCE TO THE BYLAWS OF THE STATE OF INDIANA.

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL. FURTHER, I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ WITNESS: \_\_\_\_\_