



## Release, Waiver And Assumption Of Risk Agreement

In consideration of the benefits to be derived from membership in the United States Powered Paragliding Association (USPPA), I \_\_\_\_\_ (Pilot) and the parent or legal guardian of Pilot if Pilot 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 powered paraglider (PPG).
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 USPPA 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 USPPA 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 Powered Paragliding Association, a Delaware non-profit Corporation (USPPA);
  - b) Each of the person(s) sponsoring and/or participating in the administration of Pilot's proficiency rating(s);
  - c) Each of the organizations which are chapters of the USPPA;
  - 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 powered paragliding at the site(s) where Pilot PARTICIPATES IN THE SPORT "All persons involved" include, but are not limited to, spectators, ppg pilots, assistants, drivers, instructors, observers, and owners of ppg 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 suitor making such a claim, I will pay all attorneys' fees and costs of the RELEASED PARTIES
- D. LAWS. I agree that this agreement shall be governed by and construed in accordance with the laws of the State of Delaware. 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 Delaware, 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. AGE. 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.
6. 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.

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_