RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the provision of instruction in the sport of Hang Gliding and/or Paragliding by Mission Soaring Center and/or San Francisco Hang Gliding, Pilot (Print Name) ______________________________ 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. 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.

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:

i.) Mission Soaring Center; Mission Soaring Center, LLC; Dunlap Land, Inc. dba San Francisco Hang Gliding; and Pat Denevan;

ii.) Each of the property owners, lessees, and permittees on or over whose property Pilot may launch, fly and/or land, including, but not limited to the State of California and the Counties of Santa Clara, and Marin, or any of their affiliated organizations;

iii.) 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, including, but not limited to the State of California and the Counties of Santa Clara and Marin, or any of their affiliated organizations;

iv.) The United States Hang Gliding Association, a California Non-profit Corporation (USHGA);

v.) Each of the hang gliding and/or paragliding organizations which are chapters of the USHGA, including, but not limited to the Wings of Rogallo Northern California Hang Gliding Association, Inc.;

vi.) Beverly Tobias and each of her family members;

vii.) Each of the person(s) providing instruction to Pilot;

viii.) 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

ix.) All other persons lawfully present at the site(s) during Pilot’s PARTICIPATION IN THE SPORT.

PLEASE INITIAL __________

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.

PLEASE INITIAL __________

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.

PLEASE INITIAL __________

D. NO WARRANTY. I acknowledge that there are no warranties applicable to the purchase, lease, renting, or provision of equipment or services to Pilot by any of the RELEASED PARTIES and that all warranties whether express or implied are hereby excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT ANY GLIDING EQUIPMENT IS FIT FOR ANY PURPOSE. I agree that I am accepting the use of any gliding equipment "AS IS" and that I will personally examine any gliding equipment prior to Pilot's use of such gliding equipment.

PLEASE INITIAL __________
E. INDEMNIFICATION. I agree to indemnify and hold the Released Parties harmless from any and all claims, judgments, lawsuits, and costs, including, but not limited to attorneys fees and court costs, incurred by any of the RELEASED PARTIES as a result of any injury that Pilot might inflict upon anyone or their property in the course 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.

F. GOVERNING LAW. 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.

G. 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.

H. CONSTRUCTION. This agreement shall apply to any and all SPORTS INJURIES 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 risks allowed by law.

I. 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.

J. DECLARATION OF FITNESS. I hereby declare that Pilot is physically fit and has no physical or mental condition that should preclude Pilot from PARTICIPATION IN THE SPORT, that Pilot is not PARTICIPATING IN THE SPORT against medical advice or treatment, and that Pilot has not been diagnosed by a registered doctor as having a terminal illness. If during the course of any instruction, Pilot feels ill, unwell, has any physical complaints whatsoever, or if an injury of any kind is sustained, Pilot agrees to immediately inform the instructor.

K. ACKNOWLEDGMENT AND ASSUMPTION OF ALL INHERENT AND OTHER RISKS.

1. I UNDERSTAND AND ACKNOWLEDGE that the sports of hang gliding and paragliding have inherent dangers and risks of personal injury (including, but not limited to broken limbs and paralysis), death and property damage that no amount of care, caution, instruction, or expertise can eliminate.

2. I FURTHER KNOW that the sports of hang gliding and paragliding are extreme tests of a person's physical and mental limits, that there are risks involved which are unknown to me and that there are risks involved which are not even foreseeable. The risks and dangers are constantly changing and are so numerous that even the known risks cannot be set out as examples in this document.

3. I FURTHER ACKNOWLEDGE THAT action, inaction or negligence of others can increase the inherent risks.

4. NEVERTHELESS, 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 (WHETHER PASSIVE OR ACTIVE) 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.

DO NOT SIGN IF YOU HAVE NOT READ OR DO NOT AGREE WITH THIS AGREEMENT!

Participant's (Pilot's) Signature __________________________ Date ____________

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