

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to use the Hang Gliding Site at Dockweiler Beach (hereinafter referred to as "the Premises") for hang gliding purposes, I, _____, hereby agree as follows:

1. I HEREBY FOREVER RELEASE AND DISCHARGE the United States of America, the State of California, the County of Los Angeles and the City of Los Angeles, and their respective elected and appointed officials, agents and employees (hereinafter referred to as "the Released Parties") from any and all liability, claims, rights or causes of actions that I or my executor, administrator, conservator, other legal representative, beneficiaries, heirs or assigns may have pursuant to any provision, including but not limited to Government Code Section 831.7, for any injuries or damages, including death, occurring to me arising out of my hang gliding activities and, more specifically, my use of the Premises as a hang gliding site, including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES AND/OR THE CONDITION OF THE PREMISES, INCLUDING HIDDEN, LATENT OR OBVIOUS DEFECTS.
(Initial here: _____)
2. I AGREE THAT I WILL NOT SUE OR MAKE A CLAIM under Government Code Section 911.2 et. set, against the Released Parties for damages, including injuries, death or other losses, sustained as a result of my participation in hang gliding activities at the Dockweiler Beach Hang Gliding Site (Initial here: _____), and specifically my use of the Premises for hang gliding activities (Initial here _____).
3. I ALSO AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including attorney's fees, incurred in connection with any action brought by any person as a result of the undersigned's participation in hang gliding activities and use of the Premises as a hang gliding site, whether caused by the negligence of the Released Parties, or otherwise. (Initial here; _____)

4. I understand and acknowledge that hang gliding activities have inherent dangers which 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 PARTICIPATING IN HANG GLIDING ACTIVITIES, INCLUDING THE RISK OF NEGLIGENCE OF THE RELEASED PARTIES OR HIDDEN, LATENT OR OBVIOUS DEFECTS OF THE PREMISES. (Initial here: _____)
5. I am over eighteen (18) years of age and, if married, have executed this Agreement on behalf of myself, my spouse and our marital community. (Initial here: _____)
6. The contents of this Agreement shall be forever binding upon me, my dependents, beneficiaries, heirs, assigns, personal representatives and estate. (Initial here: _____)
7. I understand and acknowledge that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and I agree that, if any portion of this agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. (Initial here: _____)
8. I have not relied upon any oral statements or representations contradicting the terms of the Agreement. This written Agreement and the written waiver of Windsports International, Inc. control over any oral statements or representations made to me. This written Agreement cannot be altered by any oral agreement. (Initial here: _____)
9. I HAVE READ THIS ENTIRE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS CONTENTS AND MEANING AND I HAVE INITIALED AND SIGNED IT OF MY OWN FREE WILL.

DATE: _____ SIGNED: _____

WITNESS TO SIGNATURE: _____