

HANG GLIDING RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK

Name of Minor child

Signature of Parent or Guardian of Minor Child

Minor or Child (Please Print)

In consideration for the renting, purchasing or leasing of a Hang Glider or Paraglider from Windsports International Incorporated and/or the utilizing of the facilities, ground school, instruction, premises and equipment of Windsports International Incorporated in engaging in Hang Gliding, Paragliding or Ultralight flying, ground instruction, flight instruction, towing, and related activities (hereinafter collectively called Gliding), I hereby understand and agree to this release of liability, waiver of legal rights and assumption of risk and to the terms hereof as follows:

1. I acknowledge that Gliding is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap and even injury to participants. I understand I may suffer a broken limb, paralysis, serious injuries, or fatal injury while participating in the sport of Gliding (Initial here _____).
2. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of the Gliding equipment by me and that all warranties whether expressed or implied are excluded. **THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID GLIDER IS FIT FOR ANY PURPOSE**, and that I will personally examine said Glider prior to my using of the same (Initial here _____).
3. I hereby **RELEASE AND DISCHARGE** Windsports International Incorporated, the State of California, the County and City of Los Angeles, and their officers, directors, elected officials, agents, employees, instructors, pilots and owners of equipment and the land used for 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 / damages arising out of my participation in Gliding activities, including, but not limited to, losses **CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES** (Initial here _____).
4. I understand and acknowledge that 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 PARTICIPATING IN GLIDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES**. (Initial here _____).
5. 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 Gliding activities (Initial here _____).
6. 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 as a result of my participation in Gliding activities (Initial here _____).

7. I will take full responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in Gliding activities (Initial here _____).

8. I agree that I will operate the said Glider in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual (Initial here _____).

9. 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 acknowledgment of the assumption by me of all risks arising out of my engaging in Gliding activities (Initial here _____).

10. I further represent that this release of liability, waiver of legal rights and assumption of risk, shall continue in full force and effect for so long as I engage in Gliding activities which are in any way connected to or with the Released Parties (Initial here _____).

11. I further represent that I am at least 18 years of age, or that as the parent or legal guardian I waive and release any and all legal rights that may accrue to me or to my minor child as the result of any injury that my son or daughter (minor) may suffer while engaging in Gliding activities (Initial here _____).

12. 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 Gliding activities including any claims by the negligence of the Released Parties by any of the undersigned (Initial here _____).

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK, AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.

This the _____ day of _____ 20_____

Signature of Adult Participant

Name of Adult Participant (Please Print)
