

**Mt. Brace Outdoor Club**  
**Waiver**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ #\_\_\_\_\_

USHPA # (if applicable):\_\_\_\_\_ Rating:\_\_\_\_\_ Expiration: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

E-mail\_\_\_\_\_ Cell\_\_\_\_\_ Home\_\_\_\_\_

Emergency Contact\_\_\_\_\_ Cell\_\_\_\_\_

**Annual membership is Valid for one Calendar Year and expires on December 31<sup>st</sup>.**

**I hereby accept the Rules of Mt Brace Outdoor Club and understand my Obligations and Responsibilities.**

Print Name:\_\_\_\_\_ Signature:\_\_\_\_\_

Witness:\_\_\_\_\_

**Witness must confirm USHPA# Membership and Expiration date if applicable.**

# Mt. Brace Outdoor Club

## AGREEMENT OF RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits to be derived from the different classes of memberships in Mt. Brace Outdoor Club (including, but not limited to pilot rating programs, flying site access, insurance, publications, educational materials, etc ... ), the undersigned member and the parent or legal guardian of the member if the member 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 ACTIVITIES" means launching (and/or assisting another in launching), flying (whether as pilot in command or otherwise), landing (including, but not limited to, crashing) a hang glider or paraglider and/or participating in any other activity within the premises of Mt. Brace Outdoor Club, .
  2. "ACTIVITIES INJURIES" means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by a member as a result of member's PARTICIPATION IN THE ACTIVITIES and/or as a result of the administration of any Mt. Brace Outdoor Club, programs. If the member is under 18 years of age, the term "ACTIVITIES INJURIES" means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by the member as well as personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by the member's parents or legal guardians, as a result of member's PARTICIPATION IN THE ACTIVITIES and/or as a result of the administration of any Mt. Brace Outdoor Club, . 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. Mt. Brace Outdoor Club
    - b. The United States Hang Gliding and Paragliding Association, a California Non-profit Corporation (USHPA);
    - c. Each of the hang gliding and/or paragliding organizations that are chapters of Mt. Brace Outdoor Club.
    - 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 member launches, flies and/or lands;
    - e. Each of the property owners on or over whose property member may launch, fly and/or land;
    - f. All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the site(s) where member has PARTICIPATION IN THE ACTIVITIES. "All persons involved" includes, but is not limited to, spectators, hang glider and/or paraglider pilots, powered ultra light pilots, assistants, drivers, instructors, observers, and owners of hang gliding and/or paragliding equipment; and
    - g. All other persons lawfully present at the site(s) during member's PARTICIPATION IN THE ACTIVITIES.
- 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 ACTIVITIES 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 ACTIVITIES 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.
- D. I agree that this AGREEMENT OF RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT shall be governed by and construed in accordance with the laws of the State of New York. 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 New York, 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. CONSTRUCTION. This agreement shall apply to any and all ACTIVITIES INJURES 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 ACTIVITIES INJURIES that the member may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, the member intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.
- G. I represent that the member is at least 18 years of age, or, that I am the parent or legal guardian of the member and I am making this agreement on behalf of the member and myself. If I am the parent or legal guardian of the member, I agree to indemnify and reimburse the RELEASED PARTIES for their defense and indemnity from any claim or liability in the event that the member suffers ACTIVITY INJURIES as a result of the member's PARTICIPATION IN THE ACTIVITIES, even if caused in whole or in part by the negligence (whether active or passive) of any of the RELEASED PARTIES, to the fullest extent allowed by law.
- H. I voluntarily assume all risks, known and unknown, of ACTIVITY INJURIES, however caused, even if caused in whole or part by the action, inaction, or negligence of the RELEASED PARTIES, to the fullest extent allowed by law.

I acknowledge that I have read this AGREEMENT OF RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT, fully understand the potential dangers of engaging in hang gliding and /or paragliding, am fully aware of the legal consequences of signing this AGREEMENT OF RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT and that I understand and agree that this document is legally binding and will preclude me from recovering monetary damages from the Mt. Brace Outdoor Club. For personal injury, bodily injury, property damage, wrongful death, or any other personal or financial injury sustained by me in connection with hang gliding/paragliding and any other activity realized on the Mt. Brace Outdoor Club Premises.

Warning: By signing, you are waiving significant legal rights. Do not sign without reading.

\_\_\_\_\_ / / \_\_\_\_\_

Signature	Date	Print	name
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Note: Signature of Parent or Legal Guardian if under age .....