



SOUTHERN PARA PILOTS

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

In association with any and all Paragliding and/or Hang Gliding activity or related activity in the air or on the ground, or otherwise, **INCLUDING AS A SPECTATOR** (hereinafter collectively called "Sport Activities") on or surrounding any area pertaining to Sport Activities including Southern Para Pilots managed sites and any United States Hang Gliding and Paragliding Association (USHPA) insured sites specifically including but not limited to; Bell Mountain (Hiawassee, GA), Chilhowee (Benton, TN), and Pigeon Mountain (Fayette, GA) and for the benefit and protection of all landowners and/or stewards be they private individuals or State or Federal entities of the launch or landing areas used for Sport Activities, as well as for the protection and benefit of United States Hang Gliding and Paragliding Association, members of the Southern Para Pilots including its officers and agents, (all of the foregoing collectively referred to as "Released Parties") in consideration of utilizing the launch and landing areas, or any premises and equipment of any persons associated with said areas and engaging in Sport Activities, 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 Sport Activities are action sports and a recreational activity involving travel in three dimensions and that such activity is subject to mishap and even injury to participants and spectators. I understand I may suffer a broken limb, paralysis or fatal injury while participating in or in conjunction with or as a spectator of Sport Activities.
2. I hereby RELEASE AND DISCHARGE the Released Parties from any and all liability, claims, demands, or causes of action that I may hereafter have for injuries or damages arising out of my participation in Sport Activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
3. I understand and acknowledge that Sport 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 SPORT ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
4. I further agree that I WILL NOT SUE OR MAKE CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in any Sport Activities.
5. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in Sport Activities.
6. 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 Sport Activities.
7. I agree that I will operate the said Paraglider or Hang Glider in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.
8. 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 acknowledgement of the assumption by me of all risks arising out of my engaging in Sport Activities.
9. I further represent that this Release of Liability, Waiver of Legal Rights, and Assumption of Risk, shall continue in full force and effect for as long as I engage in Sport Activities which are in any way connected to or with the Released Parties. All released parties, whether known or unknown to me, are specifically intended to be third party beneficiaries to this instrument and shall be able to enforce this instrument.

10. 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 Sport Activities.

11. 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 Sport Activities including any claims of negligence.

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

Signed ____ / ____ / _____

Signature _____

Print Your Name Here _____

Address: _____

_____ State: _____ Zip: _____

Phone: _____ Email: _____

I am a (check one) ___ Spectator ___ Visiting Pilot ___ SPP Member/Applicant

USHPA#: _____ Expiration: ____/____/____ USHPA Rating: _____

Please list the names of two emergency contacts, including phone and their relationship to you.

Emergency Contacts: _____

Medications/Allergies: _____

Signature of Parent or Guardian of Minor Child Under 18

Printed Name of Parent or Guardian