

QUEST AIR SOARING CENTER, INC. PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

INSTRUCTIONS: Adult participants signing only for themselves must read, initial as required, complete and sign this liability release waiver. All participants under 18 years of age **MUST** have the waiver completed, initialed and signed by their parents or Legal Guardians.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. READ THIS CAREFULLY BEFORE SIGNING. PLEASE FEEL FREE TO CONSULT WITH LEGAL COUNSEL OF YOUR CHOICE.

In consideration of the services of QUEST AIR SOARING CENTER, INC., its owners, directors, shareholders, officers, employees, tow pilots, ground crew, instructors, pilots, independent contractors, land owners, equipment & aircraft owners, aircraft & equipment manufacture, assembly, and maintenance persons, volunteers, participants, lessors, insurers, and agents, and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as QUEST), I agree to **RELEASE AND DISCHARGE** QUEST, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representative and estate as follows:

1. **I ACKNOWLEDGE THE INHERENT EXTREME RISK** in hang gliding, ultralight, paragliding, RC modeling, and in other forms of flight, as well as in activities related thereto, including but not limited to those activities which could occur during flight, takeoff, landing, taxiing, under tow, observing, standing on or near the runway, riding on or standing near motorized vehicles and aircraft (hereinafter collectively "flight activities"). I also acknowledge the inherent risks, hazards and dangers of indoor and outdoor recreational activities of which I may participate in while on the premises, whether or not sponsored by QUEST, including but not limited to swimming, sports, games, camping, hiking, campfires, meals (hereinafter collectively "recreational activities"). I acknowledge that participation in such flight and recreational activities could result in physical or emotional injury, paralysis, death, or damage to me or my family, property belonging to me, QUEST, or third parties and/or to third parties. I realize that these risks cannot be eliminated and include, among other things, breaking or crashing my hang glider or ultralight or other flight vehicle (hereinafter "aircraft"), including impacting the ground and/or another aircraft; contact and/or impact with power lines and poles; abrasions and/or injury from aircraft, equipment, and/or ground vehicles; equipment failure; tow rope or release failure; losing control of the aircraft or going beyond ones abilities or limits; water hazards; encounters with wildlife; absence of immediate medical attention; transport in any vehicle; negligence of other pilots, visitors, participants, or other persons who may be present and/or my own negligence. I acknowledge and understand that falls from any height, with or without a parachute, can result in injury, paralysis, and/or death. I understand that there are also unforeseeable accidents that may occur. **INITIAL**

2. **I AGREE TO ABIDE BY ALL QUEST SAFETY RULES.** I agree to pay attention to the condition of the premises, aircraft, and equipment while participating in or being around flight and recreational activities and will inform QUEST if I inflict or notice any damage and will not participate until such time as the damage is repaired. I agree that if QUEST makes a specific request or gives an instruction to me, I will comply. I acknowledge that it is entirely possible that the equipment being used might malfunction, be defective, and/or fail. I agree that QUEST might be unaware of a participant's fitness or abilities. **INITIAL**

3. **I EXPRESSLY AGREE AND ASSUME ALL RISKS** that exist by reason of my participation in flight and recreational activities, whether foreseeable or unforeseeable, including but not limited to all risks of personal injury, paralysis, and death, and property damage, which may occur while I am participating in flight and recreational activities, or while I am on the premises used by QUEST for such activities. My participation in these activities is purely voluntary and I elect to participate in spite of the risks. INITIAL

4. **I HEREBY VOLUNTARILY RELEASE, REMISE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE**, QUEST, its owners, directors, shareholders, officers, employees, tow pilots, ground crew, instructors, pilots, independent contractors, land owners, equipment & aircraft owners, aircraft & equipment manufacture, assembly, and maintenance persons, volunteers, participants, lessors, insurers, and agents, from all liability for any such personal injury or death, and any and all claims, demands or causes of action, which are in any way connected with my participation in flight and recreational activities or my use of QUEST's equipment and/or facilities, including any such claims which allege or arise out of negligent acts or omissions of QUEST. I expressly acknowledge and understand that this Agreement includes my claims for personal injury, including death based in total or in part upon the **NEGLIGENT ACTION OR INACTION OF QUEST**, its owners, directors, shareholders, officers, employees, tow pilots, ground crew, instructors, pilots, independent contractors, land owners, equipment & aircraft owners, aircraft & equipment manufacture, assembly, and maintenance persons, volunteers, participants, lessors, insurers, and agents. INITIAL

5. In the event any claim, demand or cause of action is made against QUEST, its owners, directors, shareholders, officers, employees, tow pilots, ground crew, instructors, pilots, independent contractors, land owners, equipment & aircraft owners, aircraft & equipment manufacture, assembly, and maintenance persons, volunteers, participants, lessors, insurers, and agents ("Releasees"), by the undersigned or by any minor over who, I have supervisory responsibility (whether or not the undersigned is physically present at the time of the occurrence of any injury, damage or loss), **I AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND** the said Releasees, including the payment of reasonable attorneys fees, including any claim arising in whole or in part from alleged negligent action or inaction on the part of any Releasees. I agree to pay all costs within 30 days for repair or replacement of any aircraft and/or equipment that I may damage. Should QUEST or anyone on their behalf be required to incur attorney's fees and costs to enforce this agreement or any part thereof, I agree to indemnify and hold harmless that party for all such fees and costs. INITIAL

6. I understand that any injuries, disabilities, or death resulting from my participation in flight and recreational activities, or loss or damage of property or equipment are **NOT COVERED BY ANY INSURANCE** policies issued to QUEST or any Releasees. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I certify that I have no medical, emotional and/or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. INITIAL

7. I further represent that I have complete and absolute **AUTHORITY TO BIND**, contract for and legally act on behalf of any **MINOR CHILDREN** who participate themselves or are present during my participation in such activities, and/or are listed in this document, and understand and agree that QUEST relies to its detriment upon this representation and would not allow my minor child to use its facility & services without this representation. If a member of my family under the age of 18, or other child that I have authority to legally act on behalf of, participates in any activities at QUEST and/or uses its equipment and facilities, whether or not I am present, I make this release and these representations on his or her behalf as well as my own, and I agree to assume responsibility for his or her safety. In

consideration of the Minor(s) listed below (hereafter "Minor") being permitted by QUEST to participate in its activities and to use its equipment and facilities, I further agree to **INDEMNIFY AND HOLD HARMLESS** QUEST and Releasees from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with the use or participation of Minor. **INITIAL**

8. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in flight and recreational activities, I may be found by a court of law to have **WAIVED MY RIGHT TO MAINTAIN A LAWSUIT** against QUEST and any party Releasees on the basis of any claim from which I release them. I agree that the venue and jurisdiction for any legal action arising out of any matter, which is the subject of this Agreement, shall be in the circuit or district court of the State of Florida, County of Orange. **INITIAL**

9. **THIS RELEASE APPLIES TO AND BINDS MY PERSONAL REPRESENTATIVE, HEIRS, AND FAMILY.** I understand that this release is a contract. I sign it of my own free will. I also understand that this contract is severable; that if any part of it is held by a court of law to be unenforceable, the rest shall survive. I certify that the information I have listed on this form is true and correct, including but not limited to my membership in USHGA and/or USUA. **INITIAL**

SIGNATURE: _____ Date: _____

Printed Name: _____ Age: _____

Address: _____ City _____ ST _____ Zip _____

Phone #: _____ Email: _____

Emergency Contact: _____ Emergency Phone #: _____

I am a member of: USHGA# and/or USUA# _____ Rating: _____

For participants and/or family members under 18 years old:

PARENT/GARDIAN Printed Name: _____

PARENT/GARDIAN Signature: _____ Date: _____

Minor Printed Name(s) (list all children): _____

Minor Signature(s) (If 14 years or older): _____

WITNESS: _____ Date: _____

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