

EAST COAST CHAMPIONSHIP 2019

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

INSTRUCTIONS: Participants signing only for themselves must read, initial as required, complete and sign this liability release waiver.

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 the organizers of the East Coast Championship 2019, its employees, tow pilots, ground crew, instructors, pilots, independent contractors, land owners, equipment and aircraft owners, aircraft and equipment manufacturer, 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 "the Meet Organizers"), I agree to **RELEASE AND DISCHARGE** the Meet Organizers, 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 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 the Meet Organizers, 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, the Meet Organizers, 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 collectively "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 HERE)

2. **I AGREE TO ABIDE BY ALL THE MEET ORGANIZERS' 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 the Meet Organizers if I inflict or notice any damage and will not participate until such time the damage is repaired. I agree that if the Meet Organizers make a specific request or give 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 the Meet Organizers might be unaware of a participant's fitness or abilities. _____(INITIAL HERE)

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 the Meet Organizers for such activities. My participation in these activities is purely voluntary and I elect to participate in spite of the risks. _____(INITIAL HERE)

4. **I HEREBY VOLUNTARILY RELEASE, REMISE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE**, the Meet Organizers, its owners, directors, shareholders, officers, employees, tow pilots, ground crew, instructors, pilots, independent contractors, land owners, equipment & aircraft owners, aircraft & equipment manufacturer, 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 recreation activities or my use of the Meet Organizers' equipment and/or facilities, including any such claims which allege or arise out of negligent acts or omissions of the Meet Organizers. 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 THE MEET ORGANIZERS**, its owners, directors, shareholders, officers, employees, tow pilots, ground crew, instructors, pilots, independent contractors, land owners, equipment & aircraft owners, aircraft & equipment manufacturer, assembly, and maintenance persons, volunteers, participants, lessors, insurers, and agents.

_____(INITIAL HERE)

5. In the event any claim, demand or cause of action is made against the Meet Organizers, 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 attorney's 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 the Meet Organizers 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 HERE)

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 the Meet Organizers 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 HERE)

7. 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 the Meet Organizers 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 Wisconsin. _____ (INITIAL HERE)

8. **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 USHPA and/or USUA. _____ (INITIAL HERE)

SIGNATURE: _____ Date: _____

Printed Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Mobile Phone #: _____

Email: _____

Emergency Contact: _____

Emergency phone #: _____

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



USHPA EVENT / COMPETITION EMERGENCY MEDICAL INFORMATION

United States Hang Gliding and Paragliding Association, Inc. • PO Box 1330, Colorado Springs, CO, 80901-1330, 719-632-8300,
www.usHPA.aero, info@ushpa.aero

All Event or Competition participants must complete this form prior to the start of the Event

Participant or Competitor Information

Event / Competition Title

Name

Phone Primary

Alternate

USHPA Number

Birth Date

Local Address

During Competition

Traveling Companions

Phone Primary

Alternate

Primary Emergency Contact

Contact Name

Relationship to
Participant

Phone Primary

Alternate

Secondary Emergency Contact

Contact Name

Relationship to
Competitor/Participant

Phone Primary

Alternate

Medical Information

Medical Insurance
Provider

Phone

Group ID Number

Policy Owner

Blood Type

Insured ID Number

List Allergies

(list any medical related
allergies or write *n/a* if
none)

Major Surgery

(list any major surgeries
and when or write *n/a* if
none)

**RIDGELY AIRPORT, PARTICIPANT AGREEMENT, RELEASE AND
ACKNOWLEDGEMENT 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 RIDGELY AIRPORT (KRDJ) in Maryland, its owners, directors, shareholders, officers, employees, tow pilots, groundcrew, 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, I agree to **RELEASE AND DISCHARGE** RIDGELY AIRPORT, 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, dangers indoor and or outdoor recreational activities of which I may participate in while on the premises, whether not sponsored by RIDGELY AIRPORT, 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, RIDGELY AIRPORT, 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 RIDGELY AIRPORT 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 RIDGELY AIRPORT if I inflict or notice any damage and will not participate until such time as the damage is repaired. I agree that if RIDGELY AIRPORT 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 RIDGELY AIRPORT 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 RIDGLEY AIRPORT 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**, RIDGELY AIRPORT, 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 RIDGELY AIRPORT'S equipment and/or facilities, including any such claims which allege or arise out of negligent acts or omissions of RIDGELY AIRPORT. 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** RIDGELY AIRPORT, 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 RIDGLEY AIRPORT, 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 attorney's 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 RIDGELY AIRPORT 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 RIDGELY AIRPORT 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 RIDGELY AIRPORT 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 RIDGELY AIRPORT 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 RIDGELY AIRPORT to participate in its activities and to use its equipment and facilities, I further agree to **INDEMNIFY AND HOLD HARMLESS** RIDGELY AIRPORT 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 RIDGELY AIRPORT 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 Maryland.

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 correct, including but not limited to my membership in USHPA 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: _____

USHPA EVENT RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits to be derived participating in a USHPA Accredited or Sanctioned Event, the undersigned (**Participant**) (and the parent or legal guardian of **Participant** if **Participant** 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 SPORT"** means launching/kiting (and/or assisting another in launching/kiting), flying (whether as pilot in command or otherwise) and/or landing (including, but not limited to, crashing) a hang glider or paraglider.
2. **"SPORTS INJURIES"** means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Participant** as a result of **Participant's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any USHPA programs (for example: the Pilot Proficiency System). If **Participant** is under 18 years of age, the term **"SPORTS INJURIES"** means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Participant** as well as **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Participant's** parents or legal guardians, as a result of **Participant's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any USHPA 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) The United States Hang Gliding and Paragliding Association, a California Non-profit Corporation (USHPA);
 - b) The organizers, directors, officials, stewards and volunteers of the Accredited Event(s) in which **Participant** participates;
 - c) Each of the person(s) sponsoring and/or participating in the administration of **Participant's** proficiency rating(s);
 - d) Each of the hang gliding and/or paragliding organizations that are chapters of the USHPA;
 - e) 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 **Participant** launches, flies and/or lands;
 - f) Each of the property owners on or over whose property **Participant** may launch, fly and/or land;
 - g) All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the site(s) where **Participant PARTICIPATES IN THE SPORT**. "All persons involved" includes, but is not limited to, spectators, hang glider and/or paraglider pilots, powered ultralight pilots, assistants, drivers, instructors, schools, observers, and owners of hang gliding and/or paragliding equipment; and
 - h) All other persons lawfully present at the site(s) during **Participant's PARTICIPATION IN THE SPORT**.

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 SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR 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 SPORTS 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 shall be governed by and construed in accordance with the laws of the State of California. All disputes and matters whatsoever concerning SPORTS INJURIES or otherwise 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 California, U.S.A. to the exclusion of the Courts of any other State or Country, and I consent to the Personal Jurisdiction of such Courts located in the State of California, U.S.A. in connection with all such disputes and matters. Claim or suit involving any such disputes or matters must be brought, if at all, within twelve (12) months of the accrual of such cause of action. Each of the RELEASED PARTIES are intended beneficiaries of this agreement and each of them may enforce each and every provision of this agreement against me.

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 SPORTS INJURIES 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 SPORTS INJURIES that Participant (or Participant's parents or legal guardians) may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, Participant (and Participant's parents or legal guardians) 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 Participant is at least 18 years of age, or, that I am the parent or legal guardian of Participant and am making this agreement on behalf of myself and Participant. If I am the parent or legal guardian of Participant, I AGREE TO INDEMNIFY AND REIMBURSE the RELEASED PARTIES for their defense and indemnity from any claim or liability in the event that Participant suffers SPORTS INJURIES as a result of Participant's PARTICIPATION IN THE SPORT, even if caused in whole or in part by the action, inaction or 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 SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE (WHETHER PASSIVE OR ACTIVE) OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN HANG GLIDING AND/OR PARAGLIDING, AND THAT ACTION, INACTION OR NEGLIGENCE OF OTHERS CAN INCREASE THOSE DANGERS. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PREVENT ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY PARTICIPANT IN CONNECTION WITH HANG GLIDING/PARAGLIDING.

WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING!

Print Name of Participant: _____

_____/_____/_____
Participant's Signature Date Participant's USHPA Number

_____/_____/_____
Signature of Participant's Parent or Legal Guardian if Participant under 18 years of age Date

Name of Event: _____

Participant is a: Pilot ☐ Volunteer ☐ Staff ☐ Other ☐
(Check All That Apply)