

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits to be derived from being granted permission to **1) Participate in the sport** of hang gliding and/or paragliding at Ed R. Levin County Park and/or **2) Utilize the launch access roads** at Ed R. Levin County Park as a driver, pedestrian, and/or passenger. (All collectively referred to in this document as "**PERMISSIVE USE**"). I, _____ (**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 (and/or assisting another in launching), 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**, utilization of the launch access roads 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**, utilization of the launch access roads and/or as a result of the administration of any **USHPA** programs.
3. "**RELEASED PARTIES**" means the following, including their owners, officers, directors, agents, committees, boards, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
 - a) Each of the property owners on or over whose property **Participant** may launch, fly and/or land, including, but not limited to County of Santa Clara, the County of Santa Clara Parks and Recreation Department or any of its affiliated organizations;
 - b) 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, including, but not limited to County of Santa Clara or any of its affiliated organizations;
 - c) The United States Hang Gliding And Paragliding Association, a California Non-profit Corporation (**USHPA**);
 - d) Each of the hang gliding and/or paragliding organizations which are chapters of the **USHPA**, including, but not limited to the Wings of Rogallo Northern California Hang Gliding Association, Inc.;
 - e) Each of the person(s) sponsoring and/or participating in the administration of **Participant's** proficiency rating(s);
 - f) 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" include, but are not limited to, spectators, hang glider and/or paraglider 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 **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 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 **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 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.

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. 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 negligence (whether active or passive) of any of the **RELEASED PARTIES**.

G. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS.

- 1. I UNDERSTAND AND ACKNOWLEDGE that the launch access roads are hazardous.
- 2. I UNDERSTAND AND ACKNOWLEDGE that some (but not all) of the risks posed by the launch access roads include: FREQUENT TIGHT CURVES; STEEP GRADES; NARROW SECTIONS; ROUGH, UNEVEN SURFACES; ROCKSLIDES; SEVERE VERTICAL DROPOFFS WITHOUT GUARD RAILING OF ANY KIND; LACK OF RECOVERY AREAS SHOULD VEHICLE BRAKES FAIL.
- 3. I KNOW AND UNDERSTAND that the launch access roads contain other known and unknown risks as well as risks which are not even foreseeable, and that the risks of the access roads change frequently with changes in weather and with use of the road.
- 4. I ACKNOWLEDGE that there are signs posted on the launch access roads which warn of some of the hazards existing on the launch access roads. I REALIZE THAT THE SIGNS MAY NOT WARN AGAINST ALL OF THE HAZARDS POSED BY THE ACCESS ROADS AND THAT, EVEN IF I CAREFULLY NOTE AND COMPLY WITH ALL OF THE SIGNS, I MAY STILL SUFFER PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.
- 5. I UNDERSTAND AND ACKNOWLEDGE that the sports of hang gliding and paragliding have inherent dangers and risks of personal injury, death and property damage that no amount of care, caution, instruction, or expertise can eliminate.
- 6. I FURTHER KNOW that the sports of hang gliding and paragliding are extreme tests of a person's physical and mental limits, that there are risks involved which are unknown to me and that there are risks involved which are not even foreseeable.
- 7. I FURTHER ACKNOWLEDGE that the risks and dangers are constantly changing and are so numerous that even the known risks cannot be set out as examples in this document.
- 8. I ACKNOWLEDGE that I am aware of all Site Procedures for hang gliding and paragliding activities at Ed R. Levin County Park. I PROMISE to comply with all of these Site Procedures. I RECOGNIZE THAT NEITHER THE EXISTENCE OF THE SITE PROCEDURES NOR MY ADHERENCE TO THE SITE PROCEDURES CAN INSURE MY SAFETY. I ALSO RECOGNIZE THAT THE SITE PROCEDURES MAY ACTUALLY CREATE RISKS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, WHICH WOULD OTHERWISE NOT EXIST.
- 9. I FURTHER ACKNOWLEDGE that actions, inaction or negligence of others, including the **RELEASED PARTIES**, may increase the risks inherent in the use of the launch access roads and in participating in the sports of hang gliding and paragliding.
- 10. NEVERTHELESS, 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 ACTIVE OR PASSIVE) OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.**

I have read, understand, and agree to the above RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT.

DO NOT SIGN IF YOU HAVE NOT READ OR DO NOT AGREE WITH THIS AGREEMENT!

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| _____ | _____ | ____/____/____ |
| <i>Participant's Signature</i> | <i>USHPA #</i> | <i>Date</i> |
| _____ | | ____/____/____ |
| <i>Signature of Witness</i> | | <i>Date</i> |
| _____ | | |
| <i>Printed Name of Witness</i> | | |
| _____ | | ____/____/____ |
| <i>Signature of Participant's Parent or Legal Guardian if Participant under 18 years of age</i> | | <i>Date</i> |
| _____ | | |
| <i>Printed Name of Participant's Parent or Legal Guardian if Participant under 18 years of age</i> | | |