
**MT. DIABLO
ASSUMPTION OF RISK AND RELEASE**

In consideration of permission to engage in HANG GLIDING at Mt. Diablo State Park,
I _____, for myself, my personal representatives, heirs, next of kin, spouse, and assigns, do
agree as follows:

I. ASSUMPTION OF ALL RISKS OF HANG GLIDING

I understand and acknowledge that the sport of HANG GLIDING has inherent dangers and risks of personal injury, death and property damage that no amount of care, caution, instruction, or expertise can eliminate. Nevertheless,
I VOLUNTARILY ELECT TO ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CONNECTED WITH MY PARTICIPATION IN THE SPORT OF HANG GLIDING, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE OF THE "RELEASED PARTIES".

_____ (Initial)

II. RELEASE, WAIVER AND DISCHARGE

I hereby release, waive and forever discharge:

- A) The State of California and Its Agents
- B) The East Bay Regional Park District
- C) Wings of Rogallo
- D) Diablo Communications / American Towers Company
- E) Athenian School

All collectively referred to in this document as "released parties", and each of them, their agents employees, directors, members, committees, boards, officers, representatives, and leases from any and all liability and claims for personal injury, my death or property damage, connected with my HANG GLIDING activities, however caused, even if caused by negligence of the "released parties", or arising under the doctrine of strict liability.

III. CONSENT TO MEDICAL CARE

I acknowledge that HANG GLIDING activities at Mt. Diablo State Park is not covered by any personal accident or general liability insurance policy issued to the "released parties", I hereby give consent to whatever medical care might be provided or available to me.

IV. CONSTRUCTION OF RELEASE

I agree that this "Assumption of Risks and Release" is intended to be as broad and inclusive as permitted by the laws of the State of California and is not intended to be broader than allowed by California including Civil Code Section 1668. If any portion of this document is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect, and shall be construed to be only as broad as allowed by California Law.

I HAVE READ THIS DOCUMENT.

I AM AN ADVANCED-RATED HANG GLIDING PILOT.

I UNDERSTAND THAT THIS IS A RELEASE OF ALL CLAIMS.

I ASSUME ALL RISKS INHERENT IN HANG GLIDING.

I VOLUNTARILY SIGN MY NAME SHOWING THAT I ACCEPT ALL OF THE TERMS OF THIS "ASSUMPTION AND RELEASE".

_____ (Initial)

Signature _____ Print Name _____ Date _____

Address _____

Witness _____ Print Name _____ Date _____