



## HANG GLIDING/PARAGLIDING RELEASE, WAIVER OF ALL CLAIMS AND ASSUMPTION OF ALL RISK AGREEMENT

I, \_\_\_\_\_, a Hang Gliding/Paragliding Participant at Ed Levin Park (“Participant”), hereby certify, declare and represent that I am over the age of 18, and legally competent to and capable of entering into and signing this Hang Gliding and Paragliding Release, Waiver of All Claims and Assumption of All Risk Agreement (the “Release”) and have done so freely, of my own will, and with a full understanding of the Hang Gliding/Paragliding activities I will be engaging in and the risks inherent therein, at no cost, fee or expense to the County of Santa Clara, a political subdivision of the State of California (the “County”). I hereby agree, acknowledge and accept all of the following terms and conditions in relation to my participation in Hang Gliding/Paragliding activities, and will do so without compensation from the County.

I hereby certify, declare, warrant and represent that I have the authority, without additional approval or signature by anyone else, to sign, comply with and be bound by all terms and conditions of this Release.

I acknowledge, accept and agree that the potential hazards or risks (if known) associated with the Hang Gliding/Paragliding activities include but are not limited to: **the potential for physical injury, death, illness, real and personal property damage, destruction or injury due to unforeseen and foreseen events, environmental or hazardous conditions or exposure, including but not limited to: equipment failure; traffic; falling; electrocution; vehicle accidents; fire; poisonous plants; spider, insect and snake bites; wild animals; accidents and incidents in flight and upon landing; weather; mud slides; flooding; rain, lightning and storm conditions; slips, trips, falling objects or falls; bending, kneeling or reaching; lifting heavy objects; collisions; electrical or power outages; repetitive motion, handling or working with or around sharp objects or tools, electrical equipment; and, other risks as they may arise.**

I fully understand, accept and acknowledge that I am not, and will not be considered, an employee of the County. I also understand, accept and acknowledge that because I will be and am participating in Hang Gliding/Paragliding activities on the property of another that I will, in case of an accident, damage, loss, injury or destruction to property (regardless of fault) immediately notify the County Representative.

I fully understand, accept and acknowledge that I assume all responsibility and liability for any and all tort, third party contract, workers’ compensation and other claims made or filed by me or on my behalf and I will not, and will not authorize others to, under any circumstances, seek, allege or assert against the County that the County is responsible or liable for such claims.

I am a Participant at my sole risk, cost, liability, and expense without any County liability and without any compensation from County. I warrant, represent and agree that I will indemnify, defend and hold harmless the County and each of its’ employees, contractors, consultants, agents, representatives, assigns, landlords, tenants and attorneys (collectively and each the “Released Parties” for each, every and all services, activities, actions, causes of action, damages, claims, obligations, injuries, illnesses or death that may arise or are related in any way to my Hang Gliding/Paragliding activities.

I certify, declare, represent, warrant and acknowledge that I (1) have read and understand this Release and the risks associated with my being a Participant and desire to and do hereby assume all risk, and forever release and waive all claims against the County and each of the Released Parties from and for any and all financial and other responsibility and liability for any and all personal injury (including death), property (real and personal) damage,

injuries, attorneys' fees, litigation costs, damages, costs or expenses (the "Claims") I or any others may or do incur, except where such Claims are directly caused by the sole gross negligence or willful misconduct of County or the Released Parties.

**I fully understand, accept and acknowledge that I may have rights under California Civil Code § 1542 which reads as follows:**

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

**I certify, declare, represent, acknowledge and agree that I expressly waive (on behalf of myself, my children, my heirs, successors and assigns) any and all rights conferred under Civil Code section 1542, as well as any similar law of any local, state or territory of the United States.**

**PLEASE INITIAL: \_\_\_\_\_**

In addition, I represent, warrant and agree to do and comply with all of the following:

- a) Do nothing to, or could be construed to, render the County and me as joint venturers, representatives of each other, partners, agents, a joint enterprise, employer-employee, landlord-tenant, or lender-borrower. I will do nothing to represent or hold myself out as an employee, agent or representative of the County.
- b) Conduct any and all Hang Gliding/Paragliding activities so as to avoid and prevent waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noise or lights) to the County, to County property, to the owners or occupants of the property used for the services and activities contemplated herein or neighboring properties.
- c) At all times engage in conduct that is professional, courteous and respectful.
- d) Refrain from selling, distributing, promoting, advertising or using any type of alcohol, controlled substance, illegal substance or paraphernalia while in, on or around County property (leased or owned).
- e) Comply at all times with all applicable federal, state, and local laws and regulations including County policies and security protocols, at all times.
- f) Do nothing that discriminates against anyone based on age, race, color, national origin, ancestry, religion, sex/gender, gender identification, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- g) Comply at all times with the County's No-Smoking Policy.
- h) Cease being a Participant and refrain from all Hang Gliding/Paragliding activities immediately upon demand from County's representative and provide to the County's representative all instruments of service, including all keys, property, materials, documents, computer programs, data, programming, code, software, hardware and all other deliverables and items generated, created, improved or modified in whole or in part resulting from or related to the Hang Gliding/Paragliding activities, including all copies wherever found.
- i) Comply at all times with the County's nutritional standards and policies for food and beverages.

I further understand and acknowledge that as a Participant I may have interaction with or be around minors or other vulnerable populations and as such the County may, but is not required to, perform a background check on or concerning me at any time County determines this to be necessary. A failure to pass such a background check shall be grounds for removal from participation in the Hang Gliding/Paragliding activities contemplated herein.

I represent, warrant, acknowledge and agree that no promise, inducement, or agreement has been made to me to induce me to enter into this Release or to otherwise release the County or any of the Released Parties from liability for any Claims, nor has any promise, inducement, or agreement been made to me in return for the express waiver and release of rights referred to herein.

The obligations, responsibilities and commitments set out in this Release shall survive regardless of whether or not I am still a Participant or am in engaging in any Hang Gliding/Paragliding activities.

**BINDING EFFECT.** I understand, acknowledge and agree that all the terms and conditions of this Release are binding on me and my HEIRS, TRUSTEES, GUARDIANS, NEXT OF KIN, CHILDREN, SUCCESSORS, PERSONAL REPRESENTATIVES, RELATIVES, SPOUSE and ASSIGNS (“My Parties”) and are intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of these terms or conditions are held invalid, I agree, accept and understand on behalf of myself and My Parties that the balance shall, notwithstanding, continue in full legal force and effect.

**KNOWING AND VOLUNTARY EXECUTION.** I represent and warrant that I am legally competent to agree and capable of agreeing to all the terms and conditions contained in this Release and I am legally competent and capable of entering into and signing any forms or agreements requested of me, including this Release, on my own behalf and that of My Parties without any requisite authority or approval first having been obtained from, through or by any other person, trust or entity. BY SIGNING BELOW, I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND AND AFFIRM ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND CONTRACTUALLY BINDING ON ME AND SIGN IT OF MY OWN FREE WILL.

This Release is entered into by me this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2018, at \_\_\_\_\_, California.

**Signature** of Participant: \_\_\_\_\_

**Name** of Participant: \_\_\_\_\_

**Name** of instructor or organization: \_\_\_\_\_

**Address** of Participant: \_\_\_\_\_

**Phone Number** of Participant: \_\_\_\_\_

**Email** of Participant: \_\_\_\_\_

EMERGENCY NOTIFICATION			
Contact #1	Relationship	Home Phone #	Alternate Phone #
Street Address		City/State/Zip Code	
Contact # 2	Relationship	Home Phone #	Alternate Phone #
Street Address		City/State/Zip Code	

**STATEMENT OF WITNESS:**

I declare under penalty of perjury under the laws of California (1) that the individual who signed or acknowledged this Release is personally known to me, or that the individual's identity was proven to me by convincing evidence (2) that the individual signed or acknowledged this Release in my presence, and (3) that the individual appears to be of sound mind and under no duress, fraud, or undue influence.

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Title: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Date of Signature: \_\_\_\_\_