

**Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement. By signing this document you will waive certain legal rights, including the right to sue!**

**Definitions:** In this agreement, the term "paragliding" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized at any location with Martina Lang and/or Jet Set Paragliding and/or their agents and employees (**hereafter referred to as the Releasee**) and shall include, but is not limited to the following: use or operation of all paragliders, parachutes; single and tandem flights; sightseeing tours; demonstrations and events; travel to and from the launch sites, landing zones, or marshalling areas; back country travel; travel by motor vehicle, 4 x 4 vehicle, all terrain vehicle, snowmobile and helicopter; orientational, instructional and training sessions, guided tours; and other such activities, events and services connected in any way with or related to paragliding.

**Assumption of Risks:** I, \_\_\_\_\_ am aware that paragliding involves many and varied risks, dangers and hazards in addition to the risks, dangers and hazards normally associated with alpine sports. These additional risks, dangers and hazards include, but are not limited to, the risk of collision with natural or manmade objects, collision with other hikers, spectators, paragliders, or persons on or near the premises used for paragliding, loss of control either in the air or on the ground, accidents resulting from inclement weather or winds, variable and extreme weather conditions, changing visibility, high winds, failure to follow instructors during the paragliding activities, mechanical failure of the equipment, loss of flying control including collapse, stall, spiral, change in direction or flight path, rapid rate of descent or ascent, pitch, yaw, roll and change in turning radius; variation in the launch and landing surfaces including holes, depressions, loose gravel, exposed rock, earth, water, snow, ice, and other natural objects; collision with exposed rock, water, snow, cables, fences, vehicles, structures or other objects; rockslides; avalanches; high altitude; encounters with wildlife, including birds and bears, travel over extreme mountainous or alpine terrain; travel on highways and back-country roads; becoming lost or separated from other pilots, guides, instructors or other participants; failing to act safely or within one's own ability; negligence of other persons and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARAGLIDING. I am aware that communication in the terrain used for paragliding may be difficult and in the event of an accident, rescue and medical assistance may not be immediately available. I freely accept and fully assume all such risks, dangers and hazards, and the possibility of personal injury, death, property damage or loss resulting therefrom.

**Initial** \_\_\_\_\_

**Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of Releasee accepting me as a paragliding participant, I hereby agree as follows:

1. To waive any and all claims that I have or may have in the future against Releasee, and to release Releasee from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next-of-kin may suffer as a result of my participation in this paragliding activity due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care. **Initial** \_\_\_\_\_
2. To hold harmless and indemnify Releasee from any and all liability for any damage to property of or personal injury to any third party resulting from my participation in paragliding.
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasee other than what is set forth in this agreement. I have read and understand this Agreement and am aware that by signing I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and representatives may have against the Releasee.

I certify that I am over 19 years of age: \_\_\_\_\_ ID # and type: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature of Participant \_\_\_\_\_ Signature of Witness \_\_\_\_\_

Print Name Clearly \_\_\_\_\_ Print Name Clearly \_\_\_\_\_

Address: \_\_\_\_\_ City/Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone #: \_\_\_\_\_