



# HANG GLIDING AND PARAGLIDING ASSOCIATION OF CANADA

## RELEASE, WAIVER, INDEMNITY, and ASSUMPTION OF RISK

### DEFINITION of "Hang Gliding":

All activities or programs associated with the preparation for and participation in unpowered flight of a hang glider or paraglider, including training, instruction, tandem flights, recreational flying, competitions, fly-ins, clinics, towing programs or other events.

### DEFINITION of "Releasee":

The owners, lessors, and occupiers of land upon which Hang Gliding occurs, whether or not they have granted permission for the use of their property for Hang Gliding, and

The **Hang Gliding and Paragliding Association of Canada aka Association Canadienne De Vol Libre ("HPAC" or "ACVL")**, all clubs comprised primarily of HPAC members or Hang Gliding schools in which all instructors are certified by HPAC, The Aeroclub of Canada, The Federation Aeronautique Internationale and its Commission Internationale de Vol Libre, and their respective officers, directors, representatives, employees, volunteers and members, and any and all other persons, corporations, partnerships, societies, clubs or other forms of business organizations or entities, acting in any capacity whatsoever, in the provision, promotion, organization, production, facilitation, and operation of Hang Gliding, and Meet Directors of HPAC/ACVL sanctioned competitions and their designated volunteers.

**IN CONSIDERATION FOR being permitted to participate** in Hang Gliding I, \_\_\_\_\_ release and discharge Releasee from all liability. I waive as against Releasee all recourses, claims, causes of action of any kind whatsoever, in respect of all personal injuries or property losses, specifically including, but not limited to, any claims for loss of income, which I may suffer arising out of or connected with, my preparation for, or participation in Hang Gliding, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of Releasee.

### I KNOW and I ADMIT as incontestable fact(s) that:

- Hang Gliding is **very dangerous, exposing participants to many risks and hazards**, some of which are inherent in the very nature of the sport itself, others which result from human error and negligence on the part of persons involved in preparing, organizing and staging Hang Gliding activities;
- As a result of those risks and hazards, **I as a participant may suffer serious personal injury, disability, and even death, as well as property damage or loss;**
- Some of the risks and hazards are foreseeable, others are not;
- I freely and voluntarily assume all risks and hazards of my participation in Hang Gliding.** My preparation for, and participation in Hang Gliding is **entirely at my own risk. I am solely responsible for my own safety;**
- I understand and agree that Releasee is in no way responsible whatsoever for my safety during the course of my preparation for, or participation in any Hang Gliding;
- I have carefully read this **RELEASE, WAIVER, INDEMNITY, AND ASSUMPTION OF RISK** agreement. I fully understand it, and I am freely and voluntarily signing my name in full agreement;
- By signing this document I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Releasee for any loss or damage to any property or for personal injury that I may sustain while participating in or preparing for Hang Gliding programs or activities, whether or not such loss or injury is caused solely or partly by the negligence of Releasee;
- I have been provided with a reasonable opportunity and have been encouraged to seek independent legal advice prior to signing this agreement;**
- This RELEASE, WAIVER, INDEMNITY, AND ASSUMPTION OF RISK is binding on me, my heirs, my executors, administrators, personal representatives and assigns; and
- I have had sufficient opportunity to carefully read this entire document. I have read and understood it. I have not signed this document under any duress or coercion by any other person or persons. I have chosen to sign it of my own free will and choice. I agree to be bound by its terms.**

Signature of Participant: (You must sign here) \_\_\_\_\_ Date(Y-M-D): \_\_\_\_\_

Participant Name (Block Letters here): \_\_\_\_\_

Signature of Witness (Must sign here): \_\_\_\_\_ Date(Y-M-D): \_\_\_\_\_

Witness Name (Block Letters here): \_\_\_\_\_

**FOR MINOR PARTICIPANTS**

**Page 1 of waiver (previous) plus the following:**

**I am a parent/guardian having full legal responsibility for decisions regarding my minor child/ward. I have read, understood, and agree with all of the above. All of the releases, waivers, indemnities, and assumptions of risk equally bind both my minor child/ward and myself on their behalf. I fully indemnify Releasee against all causes of action by my minor child/ward.**

Signature of Parent/Guardian(s) (Must sign here)

1) \_\_\_\_\_ Date(Y-M-D): \_\_\_\_\_

2) \_\_\_\_\_ Date(Y-M-D): \_\_\_\_\_

Parent/Guardian(s) Name(s) (Block letters here)

1) \_\_\_\_\_

2) \_\_\_\_\_

Signature of Witness (Must sign here): \_\_\_\_\_ Date(Y-M-D): \_\_\_\_\_

Witness Name (Block Letters here): \_\_\_\_\_