

**AFFIRMATION OF
UNITED STATES HANG GLIDING AND PARAGLIDING ASSOCIATION
RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT**

In consideration of being allowed to use the facilities and participate in the sport of hang gliding or paragliding and other activities (collectively the "Activities") provided by Mission Soaring, LLC, I hereby reaffirm the United Hang Gliding And Paragliding Association ("USHPA") Release, Waiver and Assumption of Risk Agreement (the "USHPA Release") previously signed by me. The definitions of the USHPA Release are hereby incorporated by reference as though fully set forth in this Affirmation.

I specifically acknowledge that the following persons are also *RELEASED PARTIES* as that term is used in the **USHPA Release**:

Mission Soaring, LLC, and each of its instructors, operators, drivers, employees, agents, owners, officers, directors, and managers;

Tobias Family Survivor's Trust - Kathryn J. Tobias, Elisabeth Hammer, Harry J. Tobias, John H. Tobias, Virginia Tobias Muradian, Marth J. Tobias, Charles W. Tobias, Thomas Q. Tobias, James S. Tobias, Margaret L. Tobias

The City of San Ramon

The Professional Air Sports Association, a North Carolina Non-Profit Corporation, and each of its officers, directors, employees, agents, volunteers and members.

This specification of certain *RELEASED PARTIES* is not meant to be an all-inclusive list or to limit in any way the scope of persons included within the definition of *RELEASED PARTIES* in the **USHPA Release**. It is made to give assurance to those listed that they are included within the scope of the definition of *RELEASED PARTIES*.

This affirmation in no way limits, restricts or narrows the terms or scope of the **USHPA Release** previously signed by me.

_____ <i>Pilot's Signature</i>	____/____/____ <i>Date</i>	_____ <i>Print Pilot's Name</i>
_____ <i>Signature of Pilot's Parent or Legal Guardian if Pilot under 18 years of age</i>	____/____/____ <i>Date</i>	_____ <i>Pilot's USHPA Number</i>

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to use the facilities and participate in the sport of hang gliding and/or paragliding and other activities provided by Mission Soaring, LLC (the "Flight School"), the undersigned pilot (*Pilot*) (and the parent or legal guardian of *Pilot* if *Pilot* is a minor), for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

- A. I have read the Federal Aviation Administration rules that grant me permission to fly hang gliders and paragliders (Part 103 of the FAA Regulations) and I understand that FAA permission for my hang gliding or paragliding flight is premised upon me assessing the dangers involved and my assumption of all responsibility for my personal safety.
- B. I represent that I have fulfilled my obligation under the law - that I have personally assessed the dangers involved in hang gliding and/or paragliding, and I assume all responsibility for my personal safety.
- C. **DEFINITIONS** - The following definitions apply to terms used in this Agreement:
1. "**PARTICIPATION IN THE SPORT**" means launching/kiting (and/or assisting another in launching/kiting), 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 *Pilot* as a result of *Pilot's PARTICIPATION IN THE SPORT* and/or as a result of the administration of any USHPA programs (for example: the Pilot Proficiency System), and, If *Pilot* is under 18 years of age, "**SPORTS INJURIES**" also includes the **personal injury, bodily injury, death, property damage and/or any other personal or financial injury** sustained by *Pilot's* parents and legal guardians, as a result of *Pilot's PARTICIPATION IN THE SPORT* and/or as a result of the administration of any USHPA programs.
 3. "**RELEASED PARTIES**" means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
 - a) The **Flight School**;
 - b) The United States Hang Gliding and Paragliding Association, a California Non-profit Corporation (USHPA);
 - c) The Professional Air Sports Association, a North Carolina Non-profit Corporation (PASA);
 - d) Each USHPA Certified Instructor, Mentor, Observer, Examiner, or Administrator that has ever been involved in *Pilot's* flying activities;
 - e) Each of the person(s) sponsoring and/or participating in the administration of *Pilot's* proficiency rating(s);
 - f) Each of the hang gliding and/or paragliding organizations that are chapters of USHPA;
 - g) 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 *Pilot* launches, flies and/or lands;
 - h) Each of the property owners on or over whose property *Pilot* may launch, fly and/or land; and
 - i) All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the location(s) where *Pilot PARTICIPATES IN THE SPORT*, except for hang glider pilots and paraglider pilots who are not members of USHPA. "All persons involved" includes, but is not limited to, spectators, hang glider pilots, paraglider pilots, powered ultralight pilots, assistants, drivers, instructors, schools, observers, examiners, administrators, owners of hang gliding equipment and owners of paragliding equipment.
- D. 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 IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF ANY OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.**
- E. 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**.
- F. I agree that Agreement shall be governed by and construed in accordance with the laws of the State of California. Any lawsuit concerning **SPORTS INJURIES** or otherwise arising under, in connection with or incident to this Agreement must be filed, if at all, within twelve (12) months of the accrual of such cause of action. Each of the **RELEASED PARTIES**, whether or not parties to this Agreement, are intended beneficiaries of this Agreement and each of them may enforce each and every provision of this Agreement against me as though they were parties to this Agreement.
- G. 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.
- H. This Agreement shall apply to any and all **SPORTS INJURIES** occurring at any time after the execution of this Agreement. This Agreement is in addition to and is not intended to replace any other agreements related to liability for **SPORTS INJURIES** that *Pilot* (or *Pilot's* parents or legal guardians) may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, *Pilot* (and *Pilot's* parents or legal guardians) intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.
- I. I **REPRESENT THAT *Pilot*** is at least 18 years of age, or, that I am the parent or legal guardian of *Pilot* and am making this Agreement on behalf of myself and *Pilot*. If I am the parent or legal guardian of *Pilot*, I **AGREE TO INDEMNIFY AND REIMBURSE** the **RELEASED PARTIES** for their defense and indemnity from any claim or liability in the event that *Pilot* suffers **SPORTS INJURIES** as a result of *Pilot's PARTICIPATION IN THE SPORT*, even if caused in whole or in part by the action, inaction or negligence (whether active or passive) of any of the **RELEASED PARTIES**, to the fullest extent allowed by law.
- J. 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 PASSIVE OR ACTIVE) OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.**

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN HANG GLIDING AND/OR PARAGLIDING AND THAT ACTION, INACTION OR NEGLIGENCE OF OTHERS CAN INCREASE THOSE DANGERS. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PREVENT ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY PILOT IN CONNECTION WITH HANG GLIDING/PARAGLIDING.

WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING!

Pilot's Signature

_____/_____/_____
Date

Print Pilot's Name

Signature of Pilot's Parent or Legal Guardian if Pilot under 18 years of age Date

Pilot's USHPA Number