

Hang Gliding, Paragliding, Flying Ultralights and/or Light sport aircraft release of liability, waiver of legal rights and assumption of Risk

In consideration for the renting, purchasing or leasing of Hang Gliders or Paragliders, Ultralights and/or Light sport aircraft from Penguin Paragliding, LLC and/or the utilizing of the facilities, ground school, instruction, premises and equipment of Penguin Paragliding, LLC. In engaging in the sport of Hang Gliding, paragliding and/or flying ultralights or light sport aircraft ground instruction, flight instruction and related activities, (hereinafter collectively called "flying"). I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that Flying is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap and even injury to participants. I understand I may suffer a broken limb, paralysis or fatal injury while participating in the sport of Flying (

2. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of Flying equipment by me and the all warranties whether expressed or implied are excluded. **THERE IS NO WARRANTY OF MERCHANT ABILITY OR THAT THE SAID FLYING EQUIPMENT IS FIT FOR ANY PURPOSE**, and that I am accepting the said Flying equipment as is and I hereby acknowledge that I will personally examine the said Flying equipment prior to my using of the same

3. I hereby RELEASE and DISCHARGE Penguin Paragliding, LLC, the state of California, the town of Benicia, Vallejo or Pacifica and their officers, directors, elected officials, agents, employees, instructors, pilots and owners of equipment and the land used for Flying activities (hereinafter collectively referred to as "Released parties"), from any and all liability, claims, demands or causes of action that I may hereafter have for injuries/ demander arising out f my participation in Flying activities, including but not limited to, losses **CAUSED BY THE NEGLIGENCE OF THE RELEASE PARTIES**

4. I understand and acknowledge that flying activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN FLYING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASE PARTIES**

5. I further agree that **I WILL NOT SUE OR MAKE A CLAIM** against the Released Parties for damages or other losses sustained as the result of my participation in Flying activities.

6. I also agree **INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS** from all claims, judgements, and costs, including attorneys' fees, incurred in connection with any action ought as a result of my participation in Flying activities

7. I will take full responsibility for, and hold harmless Released Parties for any injury that I Amy suffer or inflict upon others or their property as a result of eye engaging in Flying activities

8. I agree that I will operate the said Flying equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual

9. I have read and understood the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me of all risks arising out of my engaging in Flying activities

10. I further represent that this Release of Liability, Waiver of Legal Rights and Assumption of Risk shall continue in full force and effect for so long as I engage in Flying activities which are in any way connected to or with the Released Parties

11. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for whom I am (adult) legal guardian or I may suffer while engaging in Flying activities

12. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Flying activities including any claims by the negligence of the Released Parties by any of the undersigned

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS.

I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT

_____ Signature of Participant	_____ Name of Adult Participant
_____ Signature of Parent or Guardian if Participant is a minor, and by their signature, they on my behalf release all claims that both they and I have	_____ Name of Parent or Guardian (Please Print)
	_____ Name of Minor (Please Print)