

SKY HIGH PARAGLIDING INC.

**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**

PLEASE READ CAREFULLY!

INITIAL

**TO: SKY HIGH PARAGLIDING INC., PRIVATE PROPERTY OWNERS,
FEDERAL, PROVINCIAL, REGIONAL DISTRICTS AND MUNICIPAL
GOVERNMENTS, THE LUMBY AIR FORCE AND THE H.P.A.C., COLLECTIVELY
REFERRED TO IN THIS DOCUMENT AS THE RELEASEES**

NAME: (please print)	ADDRESS:
CITY:	POSTAL CODE:
PHONE NUMBER:	EMAIL:

In this agreement the term "paragliding" shall include *all activities* relative to paragliding.

ASSUMPTION OF RISKS

I am aware that paragliding activities (Hereinafter referred to as paragliding) have, in addition to the usual risks and dangers associated with paragliding, certain additional risks and dangers including, but not limited to, the risk of danger of collision with natural and man-made objects, other people, equipment failure and inclement weather and winds. I also understand and acknowledge that no amount of care, caution, instruction or experience can eliminate all of these risks associated with paragliding. I freely accept and assume all such dangers and risks and the possibility of personal injury, death, property damage, or loss, resulting there from. I affirm to be in good physical condition with no recurrent physical problems that I have been advised, and recognize that my paragliding activities are not covered by any personal accident or general liability insurance policy issued to the releasees.

I declare that I have no physical disabilities that can be affected or worsened by my participation in the sport of paragliding.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of SKY HIGH PARAGLIDING INC. accepting my application to participate in paragliding, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS THAT I MIGHT HAVE OR MAY IN THE FUTURE HAVE AGAINST SKY HIGH PARAGLIDING INC. its directors, officers, employees, agents, representatives, volunteers, the H.P.A.C., the Lumby Air Force and private property owners (all of whom are collectively referred to in this document as "the Releasees") and **TO RELEASE THE RELEASEES** 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 paragliding due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT, R.S.B.C. 1979, C 303, ON THE PART OF THE RELEASEES:

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES 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. That 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 shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

In entering into this Agreement, I am not relying upon any oral or written representatives or statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM FULLY AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Date: Month Day Year	Signature of Participant:
Witness:	Signature of parent/guardian if participant under 19 yrs old:
In Case of Emergency Contact:	Phone Number:

This Agreement must be completed in full, signed, dated and witnessed before participation in paragliding will be permitted.

Tandem

One Day

Five Day

Novice