

HYNER CLUB RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISKS

Note: The term “hang glider” and “hang gliding” used in this document also refers to and includes any aircraft approved by the Hyner Hang Gliding Club, Inc. membership for use at regulated club flying sites, including, but not limited to, paragliders, and rigid wing aircraft.

IN CONSIDERATION of being allowed to join the Hyner Hang Gliding Club, Inc. and to use the Hang Gliding sites:

- 1) I hereby RELEASE AND DISCHARGE Hyner Hang Gliding Club, Inc., and its officer and directors, USHPA, and the owner or owners of the property on which I may operate a hang glider (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/damages arising out of my participation in hang gliding activities and use of a hang glider, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
- 2) I acknowledge that hang gliding is an active sport and recreational activity involving aviation and has inherent dangers that no amount of care, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN HANG GLIDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. I agree that I will operate a hang glider in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual and that I am physically fit to participate in these activities.
- 3) I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in GLIDING activities. I also agree to take full responsibility for, indemnify and hold the Released Parties harmless from all claims, judgments and costs, including attorney’s fees, incurred in connection with any action brought or injury or damages I may suffer or inflict on others resulting from my participating in hang gliding activities or my use of a hang glider.
- 4) I have read and understand and acknowledge that this document constitutes a release of liability and a waiver of my legal rights and I also acknowledge the assumption by me of all risks arising out of my engaging in hang gliding activities.
- 5) I further represent that this release of liability, waiver of legal rights and the assumption of risk shall continue in full force and effect for so long as I engage in hang gliding activities which are in any way connected with the Released Parties.
- 6) **I hereby expressly recognize 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, and agree to indemnify the Released Parties for any damages, injuries or claims, resulting from my participation in hang gliding activities including any claims of negligence of the Released Parties.**

Pilot Name: (print) _____ USHPA # _____

Pilot Signature _____ Date: _____

PLEASE PRINT **HYNER HANG GLIDING CLUB INC.** STICKER: _____
MEMBERSHIP APPLICATION YEAR: 2019

NAME: _____ PHONE# _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

E-MAIL ADDRESS: _____

EMERGENCY CONTACT: _____ PHONE# _____

RELATIONSHIP: _____

RATING: 2 3 4 5 HG PG USHPA# _____ EXP. DATE: _____

	Cash:	Check:	PayPal:
Fees before/after April 1	Pilot:\$70/\$80	Single Weekend:\$25	Camper:\$50/\$60

Mail To: **Hyner Hang Gliding Club, Inc.**
22 Crooked Road
Anville, PA 17003

HYNER CLUB PILOT REQUIREMENTS:

- 1) Current USHPA member.
- 2) Must sign waiver before flying.
- 3) Hold an Intermediate (H3/P3) Rating. Novice pilots (H2/P2) may fly only under direct supervision of a qualified observer or instructor.
- 4) A helmet and parachute must be worn on all flights.
- 5) Your flight pass must be displayed on your helmet to verify membership to DCNR Rangers.
- 6) Only certified gliders (airworthy) are permitted to fly.
- 7) Steel carabineers only.
- 8) Tandem pilots must be certified by USHPA and their non-USHPA rated passengers must have a 30 day membership pass on them.