

Utah Soaring Association

Liability Release and Assumption of Risk Agreement

I, _____, hereby affirm that I am aware glider flying, and activities associated with glider flying have inherent and unforeseeable risks, which may result in serious injury or death. I understand the probable cause of most aviation accidents is pilot error. Some examples of pilot error include, but are not limited to the following: loss of control during take-off, aero tow, or landing; flight into hazardous weather conditions; loss of control in flight and/or during low level maneuvering; flight into terrain or obstacles; mid air collisions; collisions while taxiing or maneuvering the aircraft on the ground; and runway incursions. Other causes of accidents include but are not limited to aircraft mechanical problems or failures; maintenance or manufacturing issues; pilot incapacitation; errors made by Air Traffic Control, other pilots, or others on and around airport property; inaccurate weather forecasts; inoperative or faulty operation of: communication and navigation equipment, visual aids, weather reporting services and equipment; and the condition of the airport and airport lighting.

I understand and agree that my pilot, _____ and **Utah Soaring Association** (both hereafter referred to as "Released Party"), may not be held liable or responsible in any way for any injury, death, or any other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in flying in gliders, or any associated activities involved with these activities, (hereafter referred to as Flight Activities), or as a result of the negligence of any party, including the Released Party, whether passive or active.

I hereby personally assume all risks of Flight Activities, whether foreseen or unforeseen, that may befall me while I am participating in these activities. I further release, exempt, indemnify and hold harmless the Released Party from any claims or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in Flight Activities.

I understand the terms herein are contractual and I have signed this document of my own free act and with the knowledge I hereby waive my legal rights. I affirm I have not received any pressure to sign this document. No amendment to the terms and conditions of this Agreement shall be valid and binding unless made in writing and signed by both Parties. If any of the provisions of this agreement become unenforceable or invalid, the remainder of this agreement shall nevertheless remain binding, taking into consideration the purpose and spirit hereof. Any disagreements will be settled in the state of Utah under Utah law.

Participant's Signature

Date

Parent or Guardian's Signature (If Applicable)

Date