

LUMBY AIR FORCE

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!

In this agreement paragliding and hang gliding shall include all activities relating to those two activities and shall be collectively referred to in this agreement as "Hang Gliding"

ASSUMPTION OF RISKS

I am aware that Hang Gliding activities have, in addition to the usual risks and dangers associated with Hang Gliding certain additional risks and dangers including, but not limited to, the risk and 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 the risks associated with Hang Gliding. I freely accept and assume all such dangers and risks and the possibility of personal injury, death, property damage, or loss, resulting therefrom. I further affirm to be in good physical condition with no recurrent physical problems that could be aggravated by participation in Hang Gliding.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the Lumby Air Force accepting my application to use any of the Lumby Valley Flying Sites and Coopers Launch / LICENCE OF OCCUPATION # 341899 and The LUMBY AIRPARK Inc. landing area (Rauck's farm #249 Mabel Lake Rd.), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I might have or may in the future have against Lumby Air Force and Lumby AirPark Inc., their directors, officers, employees, agents, representatives, and volunteers and property owners including the government/crown (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 Hang Gliding due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OR 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 Hang Gliding;
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 representations 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.

FULL NAME

(print) _____ EMAIL _____

PHONE _____ Address _____

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|----------|--|
| Date: | Signature: |
| Witness: | Signature of parent/guardian if participant under 19 |

This agreement must be completed in full, signed, dated and witnessed before use of Coopers Launch/Licence Of Occupation #341899 and Lumby AirPark Inc.(Rauck's Farm)