

# INFORMED CONSENT, ASSUMPTION OF RISK, and RELEASE OF LIABILITY

## THIS IS A CONTRACT BETWEEN ME AND ABC FLYING SCHOOL INC.

ABC, INC. is a limited company providing goods or services to persons participating in the sport of hang gliding. In making this contract, ABC Inc. is acting as agent for its pilots, instructors, employees, agents, ground crew, volunteers, equipment owners and operators, and any other person involved in the provision of hang gliding goods or services, collectively referred to below as "ABC Inc."

## SIGNING THIS IS PART OF THE PRICE I AM PAYING.

Signing this document is part of the price I am paying for being allowed to engage in hang gliding activities. I accept that but for entering into this agreement, I would not be permitted to engage in hang gliding activities.

## I WANT TO DO THIS, PLEASE TEACH ME TO FLY.

It is my wish to receive instruction from ABC Inc, in how to control and fly a hang glider, including the use of some or all of their equipment. I will follow the instruction provided and operate the hang glider in a responsible and safe manner so as to minimize the danger to the life or property of myself or others.

## THERE IS NO INSURANCE COVERAGE and NO WARRANTY

My flying activities are not covered by any personal accident or general liability insurance covering ABC Inc. I accept that there is no warranty of fitness for any purpose on any of the equipment used in the instruction or flights. I accept the equipment used in my flying activities "as is".

## THIS CAN BE DANGEROUS, and I ASSUME THE RISK

I know that the sport of hang gliding exposes participants to many risks and hazards, some from the nature of the sport itself, and others from human error or negligence. I accept all risks of my participation in hang gliding activities, foreseeable or unforeseeable, known and unknown, however caused, even if caused in whole or in part by the action, inaction, or negligence of ABC Inc. I accept that no amount of care, caution, instruction, or expertise can eliminate all of the risks. I accept that as a result of those risks, I may be injured, my property may be damaged or destroyed, and I may even die.

## I RELEASE YOU FROM LIABILITY:

I exempt, release, and indemnify ABC Inc. from any and all liability, claims, demands, or causes of action arising from any property damage or bodily injury of any kind, up to and including my death, as a result of my hang gliding activities. I agree that no damages, compensation, or other award will be payable to me or my estate by ABC Inc. in respect of any loss, damage, injury, or death.

## COVENANT NOT TO SUE

If I suffer loss of any sort, I agree not to sue or start any other type of legal action against ABC Inc. This covenant not to sue binds my estate, heirs, survivors, assigns, executors, administrators, and legal representatives. I agree that ABC Inc. is entitled to an award of legal fees and costs incurred in any defense of a suit or action, including appeals, and that ABC Inc. is entitled to full security for those legal fees and costs in advance. I assume full and sole financial responsibility for any damages I may suffer while participating in hang gliding activities.

## INDEMNITY AGAINST THIRD PARTY CLAIMS

I indemnify and hold harmless ABC Inc. from any damages or losses caused to third parties resulting from my in hang gliding activities.

**KEEP THIS ON FILE**

I agree that this document will remain in full force and effect so long as I continue to engage in hang gliding with ABC Inc. or any related entity. This contract remains in force indefinitely unless revoked in writing.

**I AM NOT UNDER A PHYSICAL, MENTAL, or LEGAL DISABILITY**

My judgment is not impaired by alcohol, drugs, mental illness, fatigue, or otherwise. I am of sound mind. I am at least 18 years of age and otherwise legally competent.

**THIS DOCUMENT IS EVIDENCE IN COURT**

My signature on this document constitutes an irrevocable admission of the facts stated herein. This document is my own statement. I have made no statements to ABC Inc. that conflict with this statement, and ABC Inc. has said nothing conflicting with this statement to me.

**JURISDICTION**

This agreement is intended to be as broad and inclusive as permitted by the laws of the province in which it was signed, and that if any portion hereof is invalid, it is agreed that the balance shall continue to be of full legal force and effect. I specifically waive the protection of any law or legal principle that would limit the effect of this waiver. Any legal issue arising shall be dealt with in the local judicial district in which ABC Inc. has its head office.

**“HANG GLIDING ACTIVITIES” INCLUDES:**

Launching, flying, or landing a hang glider as pilot, passenger, assistant, or spectator, or any other activity incidental to instruction or participation in the sport of hang gliding, including “Paragliding”.

**I UNDERSTAND WHAT YOU ARE SAYING.**

I understand that my safety depends in part on my following the instructions given to me. I can speak and hear normally and understand the English language. I have had the unhurried opportunity to ask questions of ABC Inc., and have been given answers satisfactory to me. Nobody is rushing me or pressuring me to sign this document without independent legal advice or without sufficient time to reflect and consider the implications of entering into this contract. My initials have been placed beside every paragraph to indicate that I have read, understood, and accepted each one.

SIGNED at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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ABC Inc.

Print Name: \_\_\_\_\_