

Crestline Soaring Society, Inc.

P.O. Box 9052, San Bernardino, CA 92427-9052, www.crestlinesoaring.org

A Non-Profit 501(c)(3) Corporation



DAY USE AGREEMENT AND RELEASE OF LIABILITY WAIVER

CRESTLINE/MARSHALL ARE HANG III / PARA III SITES. PILOTS WITH LOWER RATINGS MAY ONLY FLY CRESTLINE/MARSHALL UNDER INSTRUCTOR SUPERVISION, OR WITH 10 OR MORE HOURS AND AN INSTRUCTOR SIGN-OFF. HANGLIDING AND PARAGLIDING ARE DANGEROUS SPORTS, WHICH MAY RESULT IN SEVERE INJURY OR DEATH. MEMBERSHIP IN AND USE OF CRESTLINE SOARING SOCIETY, INC. (CSS) FACILITIES DOES NOT IN ANY WAY IMPLY THAT THE FACILITIES ARE SAFE FOR THE INTENDED USE. ADHERENCE TO CSS RULES AND GUIDELINES SHOULD NOT IN ANY WAY BE CONSTRUED BY THE MEMBER OR PILOT TO GUARANTEE HIS OR HER SAFETY. THE MEMBER OR PILOT UNDERSTANDS THE RISKS AND ASSUMES ALL LIABILITY FOR ACCIDENTS THAT MAY OCCUR, AND EXPRESSLY INDEMNIFIES AND HOLDS HARMLESS CSS, IT'S OFFICERS, DIRECTORS, AND MEMBERS FROM ALL LIABILITY, CLAIMS, DEMANDS, OR CAUSES OF ACTION INCLUDING ANY CLAIMS CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES.

In consideration for being permitted to utilize the facilities and equipment of CSS and to engage in the sport of hang gliding, paragliding, solo and two place flight instruction, and related activities (hereinafter collectively referred to as "Gliding Activities"), I, _____, hereby agree as follows:

1. I hereby RELEASE AND DISCHARGE (**initial here** _____) the United States Hang and Paragliding Gliding Association, the U.S. Forest Service, The State of California, the City and County of San Bernardino, CSS, their officers, directors, elected officials, agents, employees, instructors, pilots, assistants, fellow club members, and the owners of the equipment and land used for Gliding Activities (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 or death arising out of my participation in Gliding Activities, including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (**initial here** _____).
2. I further agree that I WILL NOT SUE OR MAKE CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Gliding Activities (**initial here** _____). I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including, attorney's fees, incurred in connection with any action brought as a result of my participation in Gliding Activities (**initial here** _____).
3. I understand and acknowledge that Gliding Activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME A RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN GLIDING ACTIVITIES WHETHER OR NOT, CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (**initial here** _____).
4. I have been advised and recognize that my Gliding Activities are not covered by any personal accident or general liability insurance policy issued to the Related Parties (**initial here** _____).
5. I hereby expressly recognize that this Agreement and Release of Liability is a contract pursuant to which I have released Parties from any and all liability, claims, demands or causes of action that I may hereafter have for injuries, damages or death resulting from my participation in Gliding activities including any claims caused by the negligence of the Released Parties (**initial here** _____).
6. I hereby agree to observe all CSS rules and regulations, failing which my day use fee membership may be revoked at any time and any balance of day use fees for any unused portion of the day use period will be forfeited (**initial here** _____).

I HAVE READ THIS AGREEMENT AND RELEASE OF LIABILITY. I FULLY UNDERSTAND IT'S CONTENTS AND MEANING, AND SIGN OF MY OWN FREE WILL.

Date _____/_____/_____ Signature _____

DAY USE APPLICATION

DAY USE FEE IS \$10.00 PER DAY AND ENTITLES THE PILOT TO UNLIMITED USE OF ALL CSS FACILITIES FOR THE DATE SPECIFIED EXCEPT CAMPING, WHICH IS \$5.00. USHPA MEMBERSHIP IS REQUIRED. PLEASE COMPLETE THE FOLLOWING AND DEPOSIT THIS FORM AND YOUR PAYMENT INTO THE DAY USE FEE BOX LOCATED AT THE CLUBHOUSE OR GIVE TO THE SITE MONITOR. DAY USE FEES ARE REQUIRED WHETHER KITING, TRAINING, FLYING TANDEM, OR FLYING MARSHALL/CRESTLINE. NO DAY USE FEE IS APPLICABLE FOR SPECTATORS.

NAME: _____ CHECK: _____ HANG GLIDER _____ PARAGLIDER _____ RATING _____

USHPA#: _____ EXP. DATE: _____ # OF FLYING DAYS _____ AMOUNT ENCLOSED _____