

# Skystriders Light Sport Aviation LLC

## IMPORTANT LEGAL DOCUMENT READ CAREFULLY

### *Acknowledgment of Risks of Hazards, Waivers, or Rights, Release and Indemnity Agreement*

WARNING!!! By signing this document, you are giving up valuable legal rights in the event that you are injured while engaging in any Powered Parachute activity and attempt to sue someone for those injuries. You will probably not be able to win your lawsuit, even though there may be others legally at fault. Furthermore, there is no insurance coverage provided by the released parties for any injuries that you may sustain while flying the Powered Parachute. BE ADVISED!!! Waiver forms similar to this form have been upheld in various courts throughout the United States.

**Full Legal Name:** \_\_\_\_\_

**Legal Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **today's Date** \_\_\_\_\_

**Training Certificate Level:** \_\_\_\_\_ **Number:** \_\_\_\_\_ **Organization:**

\_\_\_\_\_

I UNDERSTAND THAT I MUST BE 16 YEARS OR OLDER TO FLY ANY POWERED PARACHUTE TRAINER  
(Initial) \_\_\_\_\_

I AGREE TO BE FULLY TRAINED AND CERTIFIED TO RENT AND OPERATE A POWERED PARACHUTE TRAINER, *OR BE UNDER THE DIRECT SUPERVISION OF A CERTIFIED INSTRUCTOR* WHILE OCCUPYING AND OPERATING A POWERED PARACHUTE.

(Initial) \_\_\_\_\_

I ACKNOWLEDGE THAT I AM RESONSIBLE FOR THE COST OF REPAIRING ANY AND ALL DAMAGE THAT RESULTS WHILE I AM RENTING OR OPERATING A POWERED PARACHUTE FROM THE PARTIES IN THIS AGREEMENT, OR TO MY OWN POWERED PARACHUTE AT ANY TIME.

(Initial) \_\_\_\_\_

I ACKNOWLEDGE THAT UNDER NO CIRCUMSTANCE WILL I CONDUCT TRAINING TO OTHERS, NOR WILL I ALLOW ANYONE TO BE SEATED IN A POWERED PARACHUTE OWNED BY THE PARTIES CONTAINED IN THIS AGREEMENT WITHOUT PRIOR PERMISSION FROM THOSE PARTIES, AND ONLY AFTER OBTAINING AND PRESENTING A SIGNED INDEMNITY VAIVER FROM ANY PERSON I PROPOSE TO OCCUPY A SEAT IN THE POWERED PARACHUTE.

(Initial) \_\_\_\_\_

1. I hereby acknowledge that flying involves travel in three dimensions and such activity is SUBJECT TO MISHAPS, INJURY OR POSSIBLY EVEN DEATH: Therefore, I agree to assume all such risks when participating in Powered Parachute Activities.

(Initial) \_\_\_\_\_

2. I hereby forever RELEASE AND DISCHARGE Skystriders Light Sport Aviation LLC, including their officers, directors, their various suppliers, dealers, agents and employees, (hereinafter collectively referred to as the "released parties"), from any and all liabilities, claims, demands, or causes of action that I may herein-after have for injuries and damages arising out of my participation in Powered Parachute Activities, including but

not limited to, losses CAUSED BY PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES, or hidden, latent, or obvious defects with the equipment sold or used.

(Initial) \_\_\_\_\_

3. 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 Powered parachute Activities. 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 any Powered Parachute Activities including, but not limited to losses CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES, or hidden, latent or obvious defect with the Powered Parachute and accessories.

(Initial) \_\_\_\_\_

4. I further agree that I shall INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgment and costs, including attorney's fees incurred in connection with any action brought as a result of the use of any Powered Parachute Activities involving a product that I purchased from the RELEASED PARTIES including, but not limited to losses CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES, or hidden, latent, or obvious defect with the Powered Parachute and accessories.

(Initial) \_\_\_\_\_

5. I UNDERSTAND AND ACKNOWLEDGE THAT POWERED PARACHUTE ACTIVITIES HAVE INHERENT DANGERS that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN ALL POWERED PARACHUTE ACTIVITIES INCLUDING THE RISK OF PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES or hidden, latent or obvious defects with the Powered Parachute and accessories.

(Initial) \_\_\_\_\_

6. I have been advised and recognize that my Powered Parachute Activities must be covered by personal accident, general liability insurance policy issued to the RELEASED PARTIES.

(Initial) \_\_\_\_\_

7. I understand that because of the unavoidable and unprecedented dangers involved in flying and the use of a Powered Parachute, the RELEASED PARTIES are making no warranty of any kind, expressed or implied, concerning any or all of the equipment or facilities supplied or sold by the RELEASED PARTIES. Flying is a DANGEROUS sport and associated equipment, such as parachutes and engines do not always function as they are expected to. I understand that the Powered Parachute and accessories are sold by the RELEASED PARTIES without any warranty that they are fit to use for any purpose whatsoever and without any warranty as to their merchantability or airworthiness.

(Initial) \_\_\_\_\_

8. I understand that due to the nature of flying including Powered Parachutes that it is impossible for an instructor to determine with any degree of certainty that I have been properly trained to participate in the sport or that I have fully grasped and comprehend the instruction presented to me. Furthermore, there is no representation that the instructor can predict how any person will react under conditions and stress that are inherent in flying. For that reason, I understand that there is no warranty, whatsoever to me as to the adequacy of the training, if any, provided by the RELEASED PARTIES. I further understand that I will be required to warrant to the RELEASED PARTIES that, based upon my own evaluation of the training I have received, if any, that I believe that I have been adequately trained and that I can safely perform a solo flight in a Powered Parachute and I am able to cope with the conditions and stress of flying before I will be allowed to make my first solo flight.

(Initial)\_\_\_\_\_

9. I specifically agree that I have inspected the land facilities that I will be using for flying and have made myself aware of all dangerous objects such as trees, fences, buildings, POWER LINES, rocks, hidden holes, uneven terrain and other natural and manmade objects that could cause injury or death while participating in Powered Parachute Activities. I have read and fully understand and promise to acquaint myself with and to follow all the federal and local regulations that apply to Powered Parachute Activities.

(Initial)\_\_\_\_\_

10. I certify that considering my lifestyle and the manner in which I am supporting my dependents, I have made adequate provisions for my spouse, if any, any heirs, if any and all persons dependent upon me so that in the event of my death, they will have suffered no financial loss.

(Initial)\_\_\_\_\_

11. Without waiving the above, I further agree that in the event that I or anyone on my behalf brings any claim whatsoever against any of the RELEASED PARTIES arising out of Powered Parachute Activities, including an action for personal injury, that the matter be arbitrated by and under the rules of the American Arbitration Association with each party to share equally the expenses of arbitration shall be final and binding upon all the persons.

(Initial)\_\_\_\_\_

12. It is further specifically agreed that the location of any arbitration hereunder shall be in the County of Benton, State of Washington, and without waiving the requirement of arbitration if this matter is filed or any legal action is initiated other than an arbitration, venue and jurisdiction for any legal action arising hereunder shall be in the Superior Court of the County of Benton, State of Washington. If the court should decide that any portion of this contract is illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which remain in effect.

Initial) \_\_\_\_\_

1. MEDICAL STATEMENT: I HEREBY CERTIFY THAT I DO NOT SUFFER FROM ANY PHYSICAL INFIRMITY OR CHRONIC ILLNESS which would affect my ability to engage in Powered Parachute Activities. I also recognize that it is against Federal, State, and Powered Parachute Activities regulations to take either alcohol or non-prescription drugs while engaging in Powered Parachute Activities. I agree to refrain from doing so for such a period of time prior to these activities that my mental and physical abilities are not impaired.

(Initial)\_\_\_\_\_

I have carefully read this entire document and agree to all aspects of the waiver, as indicated by my initials after each section:

\_\_\_\_\_  
By Date

Witnessed by:

\_\_\_\_\_  
By Date