

**PLEASE READ CAREFULLY!**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. INITIAL \_\_\_\_\_**

Name: Last \_\_\_\_\_ First \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Prov/State: \_\_\_\_\_

TO: FlyBC Paragliding., and their respective directors, officers, employees, pilots, guides, vehicle drivers, agents, independent contractors, subcontractors, representatives, successors assigns, clients and guests (all of whom are hereinafter collectively referred to as the "Releasees").

**This release agreement shall include all activities, tandem flights, flying, transportation, accommodation, events, equipment purchases and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees.**

**ASSUMPTION OF RISKS**

I am aware that paragliding involves many risks, dangers and hazards in addition to the risks, dangers and hazards normally associated with alpine sports. These additional risks, dangers and hazards include, but are not limited to, the risk of collision with natural or manmade objects, collision with other hikers, spectators, paragliders, or persons on or near the premises used for paragliding, loss of control either in the air or on the ground, accidents resulting from inclement weather or winds, failure to follow instructors during the paragliding activities, negligence of other persons, including other clients and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARAGLIDING. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of THE RELEASEES accepting me as a paragliding participant: I hereby agree as follows:

**1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against 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 this paragliding activity due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including and duty of care owed under the Occupiers Liability Act, R.S.B.C. 1979, c. 303, on the part of Releasees. Initial \_\_\_\_\_**

- 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 paragliding.
- 3. 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 Releasee other than what is set forth in this agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature of Participant: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_

Print Name Clearly: \_\_\_\_\_ Print Witness Name: \_\_\_\_\_

Pilot Weight: \_\_\_\_\_ All Up with Gear Weight: \_\_\_\_\_