

Rules for personal recreational Hang Gliding and Paragliding, San Diego City

I, _____ hereby acknowledge the following rules and regulations necessary
print name

to participate in and perform personal recreational Hang Gliding or Paragliding at, (Torrey Pines Gliderport) public parks & lands designated for non-motorized flight. I also understand my failure to abide by the following rules and regulations, including any additional requirements that have been imposed by City Council Gliderport Oversight Board, that may result in my flight privileges being suspended or possibly revoked until corrections have been made.

A. All tandem/instruction is allowable under nonexclusive club rules, within public parks and lands, only without the interference of public safety and public recreational Hang gliding and Paragliding. approved by the City Council, Gliderport Oversight Board.

B. Hang gliding or Paragliding shall only occur during daylight hours between sunrise and sunset existing rules.

C. Hang gliding and Paragliding shall only occur from designated areas approved by Gliderport Oversight Board.

D. My participation and hang gliding or paragliding on public parks or lands, May only occur after I have fully executed the signing of the waiver. assume of all risk, and indemnity of the agreement.

Signature of Participant: _____

Pilot # _____ **Date:** ____/____/____

Waiver of liability, Assumption of risk, and indemnity agreement

1. Waiver. In consideration of my being hereby granted the privilege of participating in personal Hang Gliding or Paragliding at any public park or land (Torrey pines Gliderport) The activity, I understand for myself, the heirs, personal representative, and assigns do hereby release, waiver, just charge, the conveyance not to sue the city of San Diego and or its Special Districts, elected and appointed officers, employees, and agents collectively as separately, from County and for liability for any and all claims except those due to City Council Gross negligence or willful misconduct resulting from personal injury, accident or illness including death, property loss, resulting from it and connected to participation in the activity of Hang Gliding or Paragliding.

Initials: _____

2. Assumption of risk. I hereby acknowledge that participation in the activity carries with it certain inherent risk that cannot be eliminated, regardless of the care taken to provide injuries. The specific risk, but including without limitation; minor injuries, such as (A) minor injuries, such as scratches, bruises, sprains, and embarrassment (B) major injuries, such as joint back injuries and heart attacks and (C) injuries including without limitation paralysis and death.

Initials: _____

I have read the previous paragraphs, and I know, understand, and appreciate these and other risks that are inherent in the activity. I hereby assert that my participation in the activity is voluntary and that I knowingly assume all risk.

Initials: _____

3. Indemnification. I agree to identify, defend, and hold County harmless from and against any and all claims, actions, suits, procedures, damages, and liabilities, to reimburse City for office, cost, and expenses, including without limitation attorney and expert witness fees, brought and /or incurred as a result of, or connected with my involvement in the activity.

Initials: _____

4. Survivability. I especially agree that the waiver of liability, Assumption of risk, and indemnity agreement is intended to be broad and exclusive as is permitted by the California Recreational Statutes Law in effect. Any other portion of the agreement is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and legal force and effect.

Initials: _____

5. Acknowledgement of understanding. I have read this agreement, I fully understand its terms, and I understand that I'm giving up my substantial rights, including my rights to Sue, I acknowledged and confirmed that I am signing this agreement freely and voluntarily and Intended by my signature, below to be the complete and unconditional release of liabilities to the greatest extent allowed by law.

Signature of Participant: _____

Pilot # _____ **Date:** _____

Accepted and Agree: San Diego City

By: _____

Name: _____

Title: _____