

MARIN COUNTY HANG GLIDING ASSOCIATION

Post Office Box 785 - Mill Valley, CA 94942

WWW.MCHGA.ORG

Mt. Tamalpais Hang Gliding / Paragliding Sticker Application

NAME:

ADDRESS:

CITY: STATE: ZIP:

PHONE (Day) (Eve) (Cell)

USHPA#: EXPIRATION DATE: SKILL RATING:

EMAIL ADDRESS: (required for club communications) HAM LIC: (optional)

Please indicate which sticker(s) you want: (you must have appropriate ratings to purchase a sticker)

- a hang gliding sticker \$20
- a paragliding sticker \$20
- BOTH \$30

(Any additional amounts will gladly be accepted as a donation.)

MT. TAM HELMET STICKER FEE IS \$20 PER CALENDAR YEAR

I, the undersigned, have read and signed the attached waiver, and understand all the statements completely. I understand that my Tam sticker is not valid until a copy of my signed waiver is on file with an authorized MCHGA representative. I verify that all information provided herein is true and correct. I have read and promise to abide by the appropriate Mt. Tamalpais Hang Gliding (or Paragliding) Rules and Procedures.

Pilot Signature

Date

Mt. Tam Sticker #

Signature of person issuing sticker

ALL PILOTS MUST READ AND SIGN THE ATTACHED WAIVER!

PILOT'S WAIVER AND RELEASE OF LIABILITY

NOTICE: This waiver and release is a contract with legal consequences. Read it carefully before signing!

In consideration of the acceptance of my application for flying Mt. Tamalpais by the Marin County Hang Gliding Association, I hereby freely agree to and make the following contractual representations and agreements. I understand that the term "hang glider," as used in this waiver, includes paragliders.

I ACKNOWLEDGE THAT THERE ARE RISKS AND DANGERS IN FLYING A HANG GLIDER, AND I VOLUNTARILY ASSUME ALL SUCH RISKS AND DANGERS. I understand these risks include dangers from collision with structures, trees, wires, other aircraft, and persons and objects on the landing area, and the dangers arising from wind currents and other weather conditions, equipment failure or inadequate equipment, inadequate training or knowledge on my part or the part of others. I understand the dangers include the possibility of serious physical injury, pain, mental trauma, or death, for myself, my heirs, next of kin, spouse, executors, administrators, legal representatives, assigns and successors in interest (collectively referred to as "successors" in this document).

I RELEASE, FOREVER DISCHARGE AND AGREE NOT TO SUE, on behalf of myself and my successors, the State of California, the County of Marin, the Marin County Hang Gliding Association, the United States Hang Gliding and Paragliding Association, their officers, agents, employees, and representatives (collectively referred to as "Released Parties" in this document) from any and all liability, claims, demands, actions or right of action, loss, cost or expense of whatever kind or nature, in law or in equity, that I may have or which may accrue in favor of me or my successors, in any way growing out of, resulting from, or arising in connection with, directly or indirectly, or attributable in any legal way to any negligence or other action or omission to act, of any released party in connection with flying a hang glider on their property or with their permission or assistance. **I HEREBY WAIVE ALL SUCH CLAIMS WHICH I HAVE NOW OR MAY HEREINAFTER HAVE AGAINST THE RELEASED PARTIES.**

I agree that the "Pilots Waiver and Release of Liability" is intended to be as broad and inclusive as permitted by the laws of the State of California and is not intended to be broader than allowed by California law, including Civil Code Section 1668. I further agree that neither this agreement nor any other document executed in connection with my hang gliding on Mt. Tamalpais shall operate to waive, limit, or restrict the protections provided by the immunities provided by California law, including those contained in the California Government Code, to the released parties. If any portion of this document is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

I HAVE CAREFULLY READ THIS PILOT'S WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS A RELEASE OF LIABILITY, A WAIVER OF CLAIMS, AN AGREEMENT NOT TO SUE, AND IS A CONTRACT BETWEEN MYSELF AND THE MARIN COUNTY HANG GLIDING ASSOCIATION, AND FOR THE BENEFIT OF THE OTHERS DESCRIBED HEREIN AS RELEASED PARTIES, AND I SIGN IT OF MY OWN FREE WILL. ALL THE INFORMATION HEREIN PROVIDED BY ME IS TRUE AND COMPLETE. I HAVE READ AND PROMISE TO ABIDE BY THE MOUNT TAMALPAIS HANG GLIDING (or PARAGLIDING) RULES AND PROCEDURES (as appropriate.)

Signature

Date