## USHPA MEMBERSHIP APPLICATION/RENEWAL FORM



Membership is effective ONLY upon payment of dues, signing of the USHPA Release, Waiver and Assumption of Risk Agreement, and acceptance of your application by USHPA. Current members may renew no earlier than 90 days prior to expiration.

I HAVE READ, UNDERSTAND AND AGREE TO THE OFFICIAL USHPA RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT AND HAVE SIGNED IT AND PROVIDED IT TO USHPA.

## **WELCOME NEW PILOT!**

Get All the Best USHPA Gear from our Online Store www.ushpastore.com

T-Shirts, Bumper Stickers, Hats, Jackets & More!

	Please complete this form then <b>SIGN</b> A	AND DATE THE	<b>WAIVER</b> on the b	oack	
Name			USHPA#		
Address					
Address			Phone		
City			Email		
State/Province	Birthdate (mm/dd/yy)				
Zip/Mailcode	Country		Gender	Male	Female
	CHOOSE YOUR WING 8	& MEMBERSI	HIP TYPE		
All Full memberships <u>require a s</u> Magazine Subscription, Voting H	signed waiver and include Rights & 3rd Party Liability Insurance			HG PG	
Full Pilot Member - Non-Instructor Membership - Required for pilot ratings & special skil Full Rogallo Member - Instructor Membership - Required for Instructor Certifications Full Contributing Member - Non-Flying Membership		ills	Pilot - \$150 Rogallo - \$2 Contributo Magazine C	294 r - \$82	
<b>Magazine Subscription Only</b>	– NO membership benefits & NO insuran	ce coverage.			, , , , , ,
		ull-Paying Family uired for discount)	•	nber Discount (\$18)	
	CHOOSE YOUR POST	TAGE PREFER	RENCE		
<u>United States Residents</u>			nal Residents		
Standard (no charge) First Class (\$20)		Standard (\$35)	Airma	il (\$60)	
	MAKE A TAX-DEDUC	TIBLE DONA	TION		
	3 and will match up to \$500 of your contri	butions to the Fo			
Matched Contributions to Foundation for Free Flight			n-Matched Con	tributions	
\$ General \$ Paragliding Competition \$ Safety & Education \$ Hang Gliding Competition		USHPA General Fund \$			
Salety & Education S Hang Gliding Competition  S Site Preservation S US National Paragliding Team		USHPA RRO		\$	
\$ Women's Hang Gliding Te		-	CloudBase F	oundation	\$
Additional Processing Fees (ma	av apply)		Total Processi	ing Fees (from l	eft) \$
\$15 Paper Processing Fee (renewing members only - fee waived for New Members)			,	,	
\$15 Rating Fee (for processing an attached rating form)			- Grand Tot r money order payab	tal \$_ le to USHPA in US funds.	
Send me information about USHPA of	nembership benefits, services or offers	Do not Do not	send me the quarterly	y e-Newsletter "The I frector candidate info	-

New Applicants must print & mail in originals. No faxes or emails will be accepted.

 Overnight or Priority Mail:
 719-632-8300 • 800-616-6888
 Snail Mail

 1685 W Uintah
 \_www.ushpa.aero
 PO Box 1330

 Colorado Springs, CO 80904
 Fax: 719-632-6417
 Email: info@ushpa.aero
 Colorado Springs, CO 80901

## UNITED STATES HANG GLIDING AND PARAGLDING ASSOCIATION RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits of membership in USHPA, the undersigned pilot (*Pilot*) (and the parent or legal guardian of *Pilot* is a minor), for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

- **A.** I have read the Federal Aviation Administration rules that grant me permission to fly hang gliders and paragliders (Part 103 of the FAA Regulations) and I understand that FAA permission for my hang gliding or paragliding flight is premised upon me assessing the dangers involved and my assumption of all responsibility for my personal safety.
- **B.** I represent that I have fulfilled my obligation under the law that I have personally assessed the dangers involved in hang gliding and/or paragliding, and I assume all responsibility for my personal safety.
- C. **DEFINITIONS** The following definitions apply to terms used in this **Agreement**:
  - 1. "PARTICIPATION IN THE SPORT" means launching/kiting (and/or assisting another in launching/kiting), flying (whether as pilot in command or otherwise) and/or landing (including, but not limited to, crashing) a hang glider or paraglider.
  - 2. "SPORTS INJURIES" means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by *Pilot* as a result of *Pilot's PARTICIPATION IN THE SPORT* and/or as a result of the administration of any USHPA programs (for example: the Pilot Proficiency System), and, If *Pilot* is under 18 years of age, "SPORTS INJURIES" also includes the personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by *Pilot's* parents and legal guardians, as a result of *Pilot's PARTICIPATION IN THE SPORT* and/or as a result of the administration of any USHPA programs.
  - 3. "RELEASED PARTIES" means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
    - a) The United States Hang Gliding and Paragliding Association, a California Non-profit Corporation (USHPA);
    - b) Each USHPA Certified Instructor, Mentor, Observer, Examiner, or Administrator that has ever been involved in Pilot's flying activities;
    - c) Each of the person(s) sponsoring and/or participating in the administration of *Pilot's* proficiency rating(s);
    - d) Each of the hang gliding and/or paragliding organizations that are chapters of USHPA;
    - e) The United States Of America and each of the city(ies), town(s), county(ies), State(s) and/or other political subdivisions or governmental agencies within whose jurisdictions *Pilot* launches, flies and/or lands;
    - f) Each of the property owners on or over whose property Pilot may launch, fly and/or land; and
    - g) All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the location(s) where Pilot PARTICIPATES IN THE SPORT, except for hang glider pilots and paraglider pilots who are not members of USHPA. "All persons involved" includes, but is not limited to, spectators, hang glider pilots, paraglider pilots, powered ultralight pilots, assistants, drivers, instructors, schools, observers, examiners, administrators, owners of hang gliding equipment and owners of paragliding equipment.
- D. I FOREVER RELEASE AND DISCHARGE THE *RELEASED PARTIES* FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I MAY HEREAFTER HAVE FOR *SPORTS INJURIES*, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF ANY OF THE *RELEASED PARTIES*, TO THE FULLEST EXTENT ALLOWED BY LAW.
- E. I WILL <u>NOT</u> SUE OR MAKE A CLAIM against any of the *RELEASED PARTIES* for loss or damage on account of *SPORTS INJURIES*. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorneys' fees and costs of the *RELEASED PARTIES*.
- F. I agree that Agreement shall be governed by and construed in accordance with the laws of the State of California. All disputes and matters whatsoever concerning SPORTS INJURIES or otherwise arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in the State of California, U.S.A. to the exclusion of the Courts of any other State or Country, and I consent to the Personal Jurisdiction of Courts located in the State of California, U.S.A. in connection with all such disputes and matters. Any lawsuit concerning SPORTS INJURIES or otherwise arising under, in connection with or incident to this Agreement must be filed, if at all, within twelve (12) months of the accrual of such cause of action. Each of the RELEASED PARTIES, whether or not parties to this Agreement, are intended beneficiaries of this Agreement and each of them may enforce each and every provision of this Agreement against me as though they were parties to this Agreement.
- **G.** If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.
- H. This Agreement shall apply to any and all **SPORTS INJURIES** occurring at any time after the execution of this Agreement. This Agreement is in addition to and is not intended to replace any other agreements related to liability for **SPORTS INJURIES** that **Pilot** (or **Pilot**'s parents or legal guardians) may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, **Pilot** (and **Pilot**'s parents or legal guardians) intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.
- I. I REPRESENT THAT Pilot is at least 18 years of age, or, that I am the parent or legal guardian of Pilot and am making this Agreement on behalf of myself and Pilot. If I am the parent or legal guardian of Pilot, I AGREE TO INDEMNIFY AND REIMBURSE the RELEASED PARTIES for their defense and indemnity from any claim or liability in the event that Pilot suffers SPORTS INJURIES as a result of Pilot's PARTICIPATION IN THE SPORT, even if caused in whole or in part by the action, inaction or negligence (whether active or passive) of any of the RELEASED PARTIES, to the fullest extent allowed by law.
- J. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF *SPORTS INJURIES*, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE (WHETHER PASSIVE OR ACTIVE) OF THE *RELEASED PARTIES*. TO THE FULLEST EXTENT ALLOWED BY LAW.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN HANG GLIDING AND/OR PARAGLIDING AND THAT ACTION, INACTION OR NEGLIGENCE OF OTHERS CAN INCREASE THOSE DANGERS. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PREVENT ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY PILOT IN CONNECTION WITH HANG GLIDING/PARAGLIDING.

WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT RI	LADING
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	/		
Pilot's Signature	Date	Print Pilot's Name	
	/		
Signature of Pilot's Parent or Legal Guardian if Pilot under 18 years of age	Date	Pilot's USHPA Number	

	Credit Card Payment Slip	Please attach applicable forms or applications			
Please use this slip instead of adding information to the applications provided by the US Hang Gliding & Paragliding Ass dedicated to protecting your privacy. We destroy this slip after processing and keep the original application in your foundations? (800) 616-6888 or info@ushpa.aero					
Select Card	Payment For (Member Name & Number, Event Name, Chapter Name, etc.)  Total Paid				
Visa					
MasterCard	Card Holder Name	Contact Phone or Email			
	Card Billing Address (Street Number or PO Box; Zip Code)				
	Card Number	Exp Date CCV Code			

**Additional Notes Regarding This Payment:**