

**WEST COAST SOARING CLUB – Tandem & Student Waiver**

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

By signing this document you agree to become a WCSC member, and waive certain legal rights, including the right to sue

**PLEASE READ CAREFULLY**

This agreement must be completed in full and signed in front of a witness before you will be permitted to enter onto or to participate in paragliding or hang gliding at any of the Club Sites.

LAST NAME	GIVEN NAME(S)	DOB
ADDRESS	CITY, PROV	CODE

To: **WEST COAST SOARING CLUB and their respective directors, officers, employees, agents, representatives, contractors, subcontractors, volunteers, successors, and assigns (all of whom are hereinafter collectively referred to as "THE RELEASEES")**

**DEFINITIONS:** In this agreement, the term "paragliding" and "hang gliding" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized at any of the lands for which the Releasees holds a license of occupation or tenure from the appropriate provincial government agency (the "Club Sites"), and shall include, but is not limited to the following: use or operation of all aircraft, hang gliders, paragliders, parachutes, paramotors, winches and other vehicles; single and tandem flights; sightseeing tours; demonstrations and events; travel to and from the launch sites, landing zones, or marshalling areas; back country travel; travel by motor vehicle, 4 x 4 vehicle, all terrain vehicle, snowmobile and helicopter; orientational, instructional and training sessions; guided tours; and other such activities, events and services connected in any way with or related to paragliding or hang gliding at the Club Sites.

**ACKNOWLEDGMENT – SAFETY** – I acknowledge that I am required to comply with Transport Canada's CAR part 602.29, to wear an approved helmet, and to fly with airworthy equipment, including an approved reserve parachute, while participating in paragliding or hang gliding. I am aware that instructors are available to answer any questions that I may have.

INITIALS

**ASSUMPTION OF RISKS** – I, \_\_\_\_\_, am aware that paragliding and hang gliding involve many and varied risks, dangers, and hazards including, but not limited to: variable and extreme weather conditions; changing visibility; high winds; mechanical failure of the equipment; loss of flying control, including collapse, stall, spiral, change in direction or flight path, rapid rate of descent and ascent, pitch, yaw, roll and change in turning radius; variation in the launch and landing surfaces including holes, depressions, loose gravel, exposed rock, earth, water, snow, ice, and other natural objects; collision with exposed rock, water, snow, cables, fences, vehicles, structures or other objects; rockslides; avalanches; high altitude; encounters with wildlife, including birds, bears, and cougars; travel over extreme mountainous or alpine terrain; travel on highways and back-country roads; becoming lost or separated from other pilots, guides, instructors or other participants; failing to act safely or within one's own ability; negligence of other persons and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARAGLIDING OR HANG GLIDING. I am aware that communication in the terrain used for paragliding or hang gliding may be difficult and in the event of an accident, rescue and medical assistance may not be immediately available.

**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.**

INITIALS

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

In consideration of the RELEASEES allowing me to participate in paragliding or hang gliding and permitting my use and occupation of any of the Club Sites, and other facilities (the "facilities"), and for the other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against THE RELEASEES and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in paragliding or hang gliding, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE. INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C 1996, c. 337, ON THE PART OF THE RELEASEES AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARAGLIDING OR HANG GLIDING REFERRED TO ABOVE.
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage of, or personal injury to any third party resulting from my participation in paragliding or hang gliding, or my presence on any of the Club Sites.
- 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.
- This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia; and
- Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement.

INITIALS

I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY MY SIGNING THIS 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Instructors, check this box for 3 – Month Introductory Membership (Applicable for 1<sup>st</sup> year students & Tandem Passengers Only)

Signature of Participant	Print Name clearly
Signature of Witness	Print Name/Phone clearly