

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

- 1) Flying, in general and soaring, in particular involves risk. Therefore, and in consideration for being allowed to participate by being on the property used by the Prescott Area Soaring, Inc., to use Prescott Area Soaring, Inc. aircraft and services, and to participate in flights, flight instruction, ground activities, and demonstration rides (hereinafter referred to as soaring activities), I hereby agree to release the Prescott Area Soaring, Inc. as well as all of its Members, Officers, Pilots, Instructors, Visitors and Agents thereof (hereinafter referred to as Released Parties) from any liability for injury or loss that I might incur as result of my engaging in these activities.
- 2) I understand that by engaging in and exposing myself to soaring activities, I am exposing myself to risk of emotional distress, motion sickness, physical injury and death, as well as the potential for personal economic loss. This I undertake willingly and knowingly because I wish to engage in soaring activities.
- 3) I have no known physical or emotional conditions that might exacerbate any risk to me or others such as: present illness, unusual susceptibility to motion sickness, fainting, seizures, cardiac problems, pregnancy, et cetera.
- 4) I am of legal capacity and am not under the influence of alcohol, illicit, controlled, narcotic or psychotropic drugs, or any prescription or over-the-counter medications that could affect my judgment or alertness.
- 5) In addition to the above, I also agree to hereby indemnify and hold harmless the Released Parties for any economic loss which might be caused by my own acts. This would include, for example: unlatching or jettisoning the canopy in flight, releasing the tow rope without being directed to do so by the Pilot-in-Command, causing unwanted control inputs or opening the canopy on the ground carelessly and in such manner to damage it. This is not intended to be a comprehensive list. Rather, it is my acknowledgement that I understand that aircraft are both expensive and delicate pieces of equipment, that tow lines and launching equipment are always potentially dangerous, and that I understand and respect these facts. I understand that I might have to cross an active runway on foot to get to and to leave the launch area, and that gliders are mostly silent; therefore I must always look for landing and departing aircraft, be aware of what I am doing and exercise caution at all times. If I encounter something that I do not understand or with which I am unfamiliar I will ask a Prescott Area Soaring, Inc. Member qualified to explain it to me and not proceed in any action until I understand what I am doing and the inherent risks involved.
- 6) I have carefully read this release and fully understand all of its ramifications. I also understand that if I do not agree with any of its terms, I can simply choose not to fly. I also have the opportunity to delay flying until such time as I can consult an attorney to explain to me any portions of this agreement that I do not fully understand or agree to.
- 7) Thus with full knowledge and understanding of this document and all of its terms and implications, I ascribe my signature hereto.

Participant Name

Signature

Date

Address and Telephone Number

Parent or Legal Guardian (if Participant is a minor) Signature

Date

Address, Telephone Number and Relationship to Participant

Prescott Area Soaring, Inc. Representative (as Witness to above)

Signature

Date