



**RELEASE, WAIVER AND DISCHARGE OF LIABILITY,
HOLD HARMLESS, COVENANT NOT TO SUE
AND INDEMNIFICATION AGREEMENT**

This agreement is made between _____ (student name) and Aviator P.P.G., LLC (including its agents subsidiaries and affiliates), and its owners and employees.

Aviator, P.P.G., LLC (the company) is in the business of providing training for students that are seeking to be trained to fly powered paragliders. I have requested that the company provide such training for a fee. I understand that, in addition to any fees, were it not for my agreeing to the terms set forth herein, that neither the company nor its employees would provide any services to the student.

Most of the instructors and tandem pilots (instructors) working for the company are independent contractors and not employees. Those independent contractors are also released by this agreement and the company is released from any liability for their actions. For purposes of this agreement only, those independent contractors are referred to as “employees” and the provisions regarding “employees” apply to any independent contractor instructors with equal force. This is for purposes of convenience only and is not intended to create any relationship between the company and the instructors.

The company has or may form subsidiaries and may contract with independent contractors and affiliated companies for the purpose of providing the services contemplated by this agreement. This agreement is intended to release the company for any acts of negligence including the acts of such subsidiaries, independent contractors, affiliated companies, or their employees.

I understand that in addition to training people to fly powered paragliders, the company provides equipment for use in the training, and also provides mechanical and maintenance services for the equipment that is used, and other equipment. I understand that part of the training process includes me being a Tandem Passenger. I understand that this agreement is intended to cover all interactions that I may have with the company either during training or at any time in the future.

I understand that flying powered paragliders is an inherently dangerous activity. Death and serious injury can result. I agree and accept that the company and its employees are only willing to provide services because of my agreeing to the terms set forth herein.

I hereby RELEASE, WAIVE AND DISCHARGE the company, including its agents, subsidiaries and affiliates, its officers and directors, and owners, or its employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY, ITS EMPLOYEES,



Participant Signature: _____ Date: _____

OR OTHERWISE, for any activities, or in, on or upon the premises where the activities are being conducted. I further agree that I will not file suit against the company or its employees for any injuries I may receive and specifically waive any right that I might otherwise obtain against them. This agreement applies to all claims, whether they arise from negligence, breach of contract, or otherwise.

I am fully aware of the risks and hazards connected with powered paragliding, including the risk of injuries which can cause death or bodily injury, and I hereby voluntarily elect to participate in said activities knowing that the activities may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of any action or failure to act, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR ITS EMPLOYEES OR SOME OTHER SET OF CIRCUMSTANCES.

I understand that powered paragliding is virtually unregulated. There are no laws or regulations that govern the equipment being used, the experience of the pilots or instructors, or any other material aspects of the sport. Different instructors and "experts" in the field of powered paragliding have different opinions regarding the safest way to train students and fly powered paragliders. I completely RELEASE, WAIVE AND DISCHARGE the company and its employees for any decisions regarding these matters, regardless of what may be considered by others to be a standard for conducting these activities.

I assume full responsibility for any health risks that I may have. Neither the company nor its employees have in any way evaluated whether I am healthy enough to participate in the activities contemplated by this agreement. I understand that flying powered paragliders involves substantial physical exertion including carrying substantial weight under circumstances that can further affect my normal physical performance and my ability to safely participate in these activities. I assume all risks associated with the activities including the risk of death or serious bodily injury resulting from any health condition I may have.

I understand that the company does not make any claim or representation that the equipment used is fit for any particular purpose.

PARTICIPANT SIGNATURE: _____

DATE: _____



I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the company and its employees from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activities WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR ITS EMPLOYEES or otherwise.

It is my express intent that this agreement shall bind the members of my family and spouses, if I am alive, and my heirs, successors, assigns and personal representatives if I am deceased, and shall be deemed as a RELEASE, WAIVER AND DISCHARGE OF LIABILITY, HOLD HARMLESS, COVENANT NOT TO SUE AND INDEMNIFICATION AGREEMENT.

I further agree to indemnify the company and its employees from any suits that may be brought as a result of my contact with the company and its employees. Specifically, I agree to indemnify them from any claims that may be brought by my family members, heirs, or other beneficiaries or creditors of any estate or trust that I may create, as well as any other claims that may be brought against the company or its employees resulting from my activities.

I UNDERSTAND THAT THIS AGREEMENT IS INTENDED TO RELEASE THE COMPANY AND ITS EMPLOYEES FOR FUTURE ACTS OF THEIR OWN NEGLIGENCE. I HAVE READ AND UNDERSTAND THE MATTERS CONTAINED IN **ATTACHMENT A** TO THIS AGREEMENT WHICH I UNDERSTAND TO BE POTENTIAL AREAS WHERE NEGLIGENCE COULD RESULT IN MY INJURY OR DEATH. I UNDERSTAND THAT EXHIBIT A IS NOT INTENDED TO IN ANY WAY BE CONSTRUED AS A COMPLETE OR COMPREHENSIVE STATEMENT OF POSSIBLE DANGERS. RATHER, IT IS INTENDED TO GIVE SOME EXAMPLES OF POSSIBLE NEGLIGENCE AND TO MAKE IT CLEAR THAT ANY CLAIMS OF NEGLIGENCE ARE EXTINGUISHED BY THE TERMS OF THIS AGREEMENT.

I understand that I have the right to have this agreement reviewed by an attorney of my choice and have either done so or waived that right.

I agree that this agreement shall be construed in accordance with the laws of the State of Florida.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read and understand the foregoing provisions and that I sign this AGREEMENT voluntarily as my own free act and deed. No oral representations, statements, or inducement, apart from the foregoing written agreement have been made. I am at least eighteen (18) years of age and fully competent. I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

Student/Participant Signature

Date



Attachment “A”

Powered Paragliding is a dangerous activity for which human, mechanical, and other errors can cause injury including death and serious bodily injury. Many of the potential causes and risks cannot be avoided. Others may not be avoided because of human error. The types of acts that can cause such injuries are infinite and are too broad and numerous to define here. This is merely intended to set forth examples of acts of negligence that can cause such injuries.

Human error can result in injury. Students can make errors that can cause such injury. The sport involves running with heavy equipment and a propeller turning at extremely high revolutions. Students can trip or otherwise fall and incur substantial injuries. Uncontrollable pilot induced oscillations can cause serious crashes. Body parts can come into contact with the propeller causing catastrophic injury. Instructors can make mistakes that can cause injuries, including providing improper instruction and failing to notice mechanical problems with equipment. Instructors can become distracted. They can misjudge the ability of a student to perform any task. Instructors can make bad judgment calls, including the suitability of weather conditions for flying, the appropriateness of using certain equipment, and the failure of the student to properly use the equipment. The instructors may fail to notice that the student is not properly attached to the harness, or other problems with the equipment. Dangerous medical conditions can go unnoticed or untreated.

Conditions for flying can change without warning. Instructors can fail to realize that the conditions are changing, and can fail to instruct students appropriately regarding flying in given weather conditions. A portion of the course is ground school. The ground school instructor can give improper information or fail to give what is considered necessary information for the activity. Instructors are human and on some days will be more focused than others. Improper instruction can cause injury including death and serious bodily injury.

The Company uses its equipment and sometimes the equipment of its employees or students for training purposes. The equipment can have mechanical problems that go unnoticed or ignored and parts can be improperly installed or have other malfunctions.

Mechanical problems can cause substantial injury. Seatbelts or harnesses can fail, pilots can become detached from the harness, the prop can fail, the netting can fail, the frame can break, the throttle can stick, and the gas tank and engine can catch fire. Items can become detached and come in contact with the prop causing catastrophic destruction of the prop. Carabiners and lines that attach the wing to the pilot can break. The wing can collapse due to improper installation, defects in the material or other error. The lines and wings can catch fire. Fire can be caused by numerous conditions. Electric start motors have a battery that can catch fire.

The company uses towing equipment in its training. The equipment is subject to failure which can cause serious injury or death. In addition, students frequently experience their first flight with towing. Student



error can result in injury. In addition, from time to time, the company may use tandem paragliders for training or recreational purposes. Tandem flying incurs all of the risks included in this release. All of these and countless other dangerous conditions can be caused by the negligence of the company or its employees and result in serious bodily injury or death.

PARTICIPANT SIGNATURE: _____ DATE: _____



Name: _____

Address: _____

State/Prov: _____

Zip code: _____

Phone Home: _____ Work: _____ Cell: _____

E-mail: _____

Age: _____ Weight: _____ Height: _____

Occupation: _____

Health (circle one): Excellent Good Fair

More details (if any): _____

Are there any medications or substances that you are using that would interfere with your ability to perform safely while conducting aerial flight?



Emergency Contact Name _____ Phone Number _____



Financial Responsibility for Equipment Damage:

The following costs will apply for equipment damage incurred during the student’s training course when using school equipment.

Propellers:	\$290-380
Redrive Damage: (seal damage due to prop)	\$75- \$500
Netting:	up to \$280
Frame Repairs:	\$300-\$1000
Cage Replacement:	\$90 (Quarter)
Paraglider Repairs:	\$200-\$800
Electrical Damage in Helmets:	\$50-\$300

I, (the student), fully accept the responsibility for all equipment while training and will hereby cover these costs in the event I cause equipment damage during my training. I understand this is in addition to the cost of training.

Name(Print): _____

Signature: _____

Date: _____



Aviator PPG Student Contract

- I will keep my instructors informed on any concerns I have over my health, safety, and progress during my course of instruction.
- I understand that my training fee includes all gear necessary to safely train and fly for as many launches and landings I am able to accomplish within my 14 days of allocated training time.
- I understand that my training fee includes up to 14 days of active training, defined as days where I receive active instruction (this is typically more than enough time to achieve 25-30 flights). If due to my own aptitude or physical ability I am unable to complete 25-30 flights after 14 active training days, I will be asked to pay additional amounts in order to compensate the staff for their time in providing additional training.
- I understand that I have 60 days from my initial day of training to complete my 14 days of active training, and that Aviator PPG staff will train every day of the week except days when the weather does not allow for safe flight or ground handling training.
- I understand that if I commit myself to be present on a particular day for training, and am not present in a timely manner without giving a 24-hr cancellation notice, that day will count as one of the 14 days included in the training fee.
- I understand it is highly recommended that I have a Facebook profile associated with the Aviator PPG "Student News" secret group, and that I should keep my instructors informed on this group of the days I plan to be present for training.
- If during or after my training I choose to purchase paramotoring gear, I will make a good faith effort to purchase new or used gear through Aviator PPG.



Name (Print): _____

Name (Signature): _____

Date: _____