

LUMBY AIR FORCE

RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT April 2018

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

In this agreement paragliding, hang gliding, ultralight aircraft flying, skydiving, sailplane flying and airplane flying shall include all activities relating to these activities and shall be collectively referred to in this agreement as "flying"

ASSUMPTION OF RISKS

I am aware that flying activities have, in addition to the usual risks and dangers associated with flying, certain additional risks and dangers including, but not limited to, the risk and danger of collision with natural and man-made objects, other people, equipment failure and inclement weather and winds. I also understand and acknowledge that no amount of care, caution, instruction or experience can eliminate all of the risks associated with flying. I freely accept and assume all such dangers and risks and the possibility of personal injury, death, property damage, or loss, resulting there from. I further affirm to be in good physical and mental condition with no recurrent physical or mental problems that could be aggravated by my participation in flying. _____ Inl

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the Lumby Air Force accepting my application to use any of the Lumby Valley Flying Sites and Coopers Launch / LICENCE OF OCCUPATION # 341899 and Rauck's farm aerodrome/freedom flight park at #249 Mabel Lake Rd. Lumby, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I might have or may in the future have against the owners of the Rauck Farm/Freedom Flight Park, Coopers Launch, Saddle Mountain Launch, The Lumby Air Force, The Freedom Flight School, their directors, officers, employees, agents, representatives, and volunteers and property owners including the government/crown (all of whom are collectively referred to in this document as "the Releasees") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in flying due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OR CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT, R.S.B.C. 1979, c 303, ON THE PART OF THE RELEASEES;

2. **TO CARRY VALID THIRD PARTY LIABILITY INSURANCE (MINIMUM \$1,000,000.00) AND TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in flying;

- 3. That 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;
- 4. This agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
- 5. Any litigation involving the parties to this agreement shall be brought within the Province of British Columbia.

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM FULLY AWARE THAT BY 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.

FULL NAME (print) _____ EMAIL _____

PHONE _____ Address _____

Signature _____ Date _____ Witness _____

Current HPAC or USHPA# _____ **If you fly without Insurance you will be banned.**

What do you fly? Please Circle one Hang Glider Paraglider or Ultralight Lic# _____

The Lumby Air Force is a registered nonprofit society. \$50.00 Local and \$20.00 Visitor, annual associate membership/user fees, are gratefully accepted to help cover some basic expenses. We will keep you updated of L.A.F. activities via opt in email. Fly Safe. In case of emergency contact _____ Phone _____