

VOLUNTARY RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (WAIVER) FOR HANG- GLIDING ACTIVITIES

In consideration of permission to engage in "hang gliding activities" (including solo and two-place) at Horseshoe Bend Recreation Area of the Merced Irrigation District (District), I _____, for myself, my personal representatives, heirs, next of kin, spouse, executors and assigns, do designate and affirm as follows:

"Hang gliding activities" means, for this hang gliding site and this Waiver, flying a hang glider as pilot in command or as a passenger over District lands, landing or crashing a hang glider on District lands, manipulating hang gliders on District lands for purposes of "setting up", "breaking down", repairing, demonstrating, transporting, moving, holding, and exhibiting them.

Acknowledgement of Dangers. I understand that the sport of hang gliding has inherent dangers and risks of personal injury, death, and property damage that no amount of care, caution, instruction or expertise can eliminate. Nevertheless, I voluntarily elect to assume all risks, known and unknown, of personal injury, death or property damage connected with my participation in "hang gliding activities" however caused, even if caused in whole or in part by the action, inaction or negligence of the "Released Parties", or arising out of the doctrine of strict liability, except for any such claims arising out of the sole negligence or willful misconduct of the District or its Directors, Officers, Employees, or Authorized Volunteers.

"Sports Injuries" means personal injury, bodily injury, death, property damage and / or any other personal financial injury sustained by me as a result of my participation in hang gliding activities, include the removal of minor obstructions and other activities connected with site improvement.

"Released Parties" are those entities listed below which I hereby forever release and discharge from any and all liabilities, claims, demands or causes of action that might otherwise be incurred due to "Sports Injuries" I might suffer. In this Waiver, "Released Parties" include, owners, officers, directors, agents, spouses, relatives, employees, volunteers, officials (elected or not), members, associates, committees, boards, representatives, lessors, independent contractors and sub-contractors of entities named as "Released Parties."

Designation. I hereby designate as "Released Parties" the Merced Irrigation District (MID), United States Hang Gliding and Paragliding Association (USHPA), the Mother Lode Sky Riders (MLSR), the U.S. Forest Service, the U.S. Bureau of Land Management, the State of California, the Counties of Mariposa and Merced, Lee Renner Launch, George Werness, Jerry and April Hejka-Ekins, Edmund F. Hejka, Evelyn A. Hejka, John B. Grohl Family Trust, Grohl Cattle Company, and Wier Ranch.

Covenant Not to Sue Indemnification. I agree not to sue or make claim against any of the "Released Parties" because of "Sports Injuries." If I violate this agreement, I will hold the "Released Parties" harmless from and indemnify them for any claim, judgment, cost or expense, including attorney's fees incurred by "Released Parties" in connection with my "Sports Injuries."

Governance of the Waiver. This Waiver shall be governed by and construed in accordance with the laws of the State of California. All disputes and matters whatsoever arising under, in connection with or incident to, this Waiver shall be litigated, if at all, in and before a Court located in the State of California, USA to the exclusion of Courts of any other State or County.

Construction of this Waiver and Severability. This Waiver is intended to be as broad and inclusive as permitted by the laws of the State of California and is not intended to be broader than allowed by the California Civil Code Section 1668. If any portion of this document is held invalid, the balance thereof shall continue in full legal force and effect, and shall be construed to be only as broad as allowed by California Law.

Consent to Medical Care. I acknowledge that "hang gliding activities" at Horseshoe Bend Recreation Area are not covered by any personal accident or general liability insurance policy issued to the "Released Parties" so I hereby give consent and assume financial responsibility for whatever medical care or emergency action might be provided or available to me.

Verification of Understanding. I have read this Waiver. I am over the age of eighteen (18) and fully understand its contents, meaning and implications. I agree to its requirements, and sign of my own free will.

District Site Regulations. I also hereby affirm that I have been advised of, read, understand and agree to abide by, in full, the District-MLSR Revocable License Agreement permitting "hang gliding activities" at Horseshoe Bend Recreation Area, and all literature, forms, MLSR By-Laws, and all other regulations related to my participation in "hang gliding activities" on or over District lands.

Signature: _____ USHPA#: _____ Date: ____/____/____

Printed Name: _____ Address: _____

_____/_____/_____

MLSR Officer Witness (Signature):

Printed Name:

Date: