

## Hwy 66 Motorsports / Fly-TX.com

The Field

### Acknowledgement of Risk

Cautionary Statement

Read each section of this document carefully and thoroughly before signing or initialing your name. Choosing to sign this waiver results in you giving up certain rights to bring legal action against Hwy 66 Motorsports or Fly-Tx.com its; heirs and assigns, the owners and manufacturers of any equipment used and the owners of any property utilized for paragliding and powered paragliding activities (herein referred to as "The Field") Hwy 66 Motorsports or Fly-Tx.com any and all booking agents for and from any property damage, personal injuries or death that you may suffer as a result of the training, equipment or supervision provided in connection with powered paragliding activities.

I have read and clearly understood the cautionary statement above. ► \_\_\_\_\_ **INITIAL IF YOU UNDERSTAND AND AGREE**

In consideration of "The PPG Field" allowing:

► **Print Your Name**

Here \_\_\_\_\_

herein referred to as "The Participant" to utilize facilities and participate in powered paragliding and its associated activities, it is agreed to that:

#### 1. ASSUMPTION OF RISK

The participant is fully aware that powered paragliding and all associated activities are calculated risk sports and contain inherent risks and dangers, including those of serious injury or death. The participant knows and understands the scope, nature and extent of the risks involved in the activities contemplated by this agreement. The participant knows that self-inflating wings and ascending parachutes sometimes appear to malfunction when they are properly designed, manufactured, assembled, maintained and used due to turbulent winds. The result of such loss of airfoil shape may be serious injury or death.

The participant acknowledges that powered paragliding flight involves travel in three (3) dimensions and that such activity is subject to mishap, injury and possibly even death. The participant voluntarily and freely chooses to incur and any and all such risks and dangers.

Powered Paragliding is a dangerous sport.

► \_\_\_\_\_ **INITIAL IF YOU UNDERSTAND AND AGREE**

#### 2. EXEMPTION FROM LIABILITY

The Participant hereby fully and forever discharges and releases The PPG Field, Hwy 66 Motorsports or Fly-Tx.com from any and all liability, claims, demands, actions and causes of action whatsoever arising out of any damages both in law and equity, in any way resulting from personal injuries, conscious suffering, death, or property damages sustained by the Participant arising from our training, power paraglide flights, or any other vehicular or equipment operation, parachute or otherwise, or any other device of The School while on the ground or in flight, or while participating in any of the activities contemplated by this release. The exemption of liability includes loss, damage, injury or death resulting from negligence of Hwy 66 Motorsports or Fly-Tx.com or any other cause or causes.

**YOU PROMISE NOT TO HOLD US RESPONSIBLE FOR YOUR INJURIES OR DAMAGES.** ► \_\_\_\_\_ **INITIAL IF YOU UNDERSTAND AND AGREE**

#### 3. COVENANT NOT TO SUE

The Participant agrees for himself and his/her heirs executors, or administrators not to institute any suit or action at law or otherwise, against The PPG Field, Hwy 66 Motorsports or Fly-Tx.com, nor to initiate or assist the prosecution of any claims for damages or course of a action which the the Participant heirs executors, administrators hereafter may have by reason of injury to the person of the the Participant or to his/her property arising from the activities contemplated by this agreement, if married the Participant executes this agreement on behalf of him/herself, spouse and the marital community which they compose.

**YOU PROMISE NOT TO SUE US OR ASSIST ANYONE ELSE TO SUE US. ► \_\_\_\_\_**  
**INITIAL IF YOU UNDERSTAND AND AGREE**

The Participant agrees for him/herself and his/her executors, administrators or assigns to indemnify and hold harmless The PPG Field, Hwy 66 Motorsports or Fly-Tx.com from any and all losses, claims, actions, or proceedings of any kind which may be initiated by The Participant and /or any other person or organization. This includes reimbursement of all legal costs and reasonable counsel fees incurred by The Participant, The Field, Hwy 66 Motorsports or Fly-Tx.com and indemnified parties, or any of them, for the defense of any such action which may hereafter arise directly or indirectly from activities of The Participant while engaged in the activities contemplated by this agreement.

**YOU AGREE TO PAY OUR COSTS FOR ANY LAWSUIT BROUGHT ON YOUR BEHALF. ► \_\_\_\_\_ INITIAL IF YOU UNDERSTAND AND AGREE**

**5. CONTINUATION OF OBLIGATION**

The Participant agrees and acknowledges that the terms and conditions of the above provisions, including ASSUMPTION OF RISK, EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT shall continue in full force and effect at all times, and shall be binding upon heirs, executors, administrators or assigns, of The Participant or his/her estate.

**THIS CONTRACT IS IN EFFECT NOW AND AT ANY TIME IN THE FUTURE ► \_\_\_\_\_ INITIAL IF YOU UNDERSTAND AND AGREE**

**6. DISCLAIMER**

The price of this instruction includes a discount for consideration that The Field, Hwy 66 Motorsports or Fly-Tx.com does not provide any insurance, either medical or liability for any incident which may arise as a result of participation in any phase of powered paragliding. Powered Paragliding equipment is rented to the user without warranties expressed or implied. This equipment is specifically not warranted as being merchantable. Powered Paragliding training programs are not licensed by any governmental authority. Persons associated with The PPG Field, Hwy 66 Motorsports inc. or Fly-Tx.com may have membership in or association with various national or international formal and informal groups who have various training procedures to which me may or may not adhere. The PPG Field, Hwy 66 Motorsports or Fly-Tx.com is the sole proponent of our program.

The participant warrants that he/she is physically fit, mentally alert, competent to enter into this agreement, and has provided for himself/herself, including accidental disability and/or health insurance as he/she deems appropriate.

NO MEDICAL OR LIABILITY INSURANCE IS PROVIDED FOR THE PARTICIPANT.

**► \_\_\_\_\_ INITIAL IF YOU UNDERSTAND AND AGREE**

**7. TERMS OF USE OF EQUIPMENT AND INSTRUCTION**

I agree to pay for all damages to or loss of equipment belonging to or obtained from Hwy 66 Motorsports inc. or Fly-Tx.com resulting from my use whether damage is intentional or unavoidable.

**Damage to school equipment - replacement cost schedule:**

Broken prop - wooden prop	\$ 300.00
Broken prop - 2 Blade Carbon	\$ 470.00
Broken 3 Blade Prop	\$ 650.00
Chipped or cracked wooden prop - repair possible	\$ 150.00
Bent cage or frame (Per Piece)	\$ 200.00
Bent cage or frame rendering paramotor unusable	\$ 600.00

**Glider**

Broken line	\$75.00
Simple rip in canopy not involving stitching	\$150.00
Simple rip in canopy involving stitching	\$600.00
Complicated rip in canopy involving stitching and inner ribs.	\$ 800.00

**► \_\_\_\_\_ INITIAL IF YOU UNDERSTAND AND AGREE**

**8. CREDITS ON ACCOUNT**

The participant expressly recognizes and agrees that any credits left on his/her account will expire after 2 years of inactivity

**► \_\_\_\_\_ INITIAL IF YOU UNDERSTAND AND AGREE**

9. The participant expressly recognizes that this agreement and release of liability is a binding contract pursuant to which he/she has released all claims against the released parties resulting from participating in powered paragliding and related activities; it is not mere recital.

**► \_\_\_\_\_ INITIAL IF YOU UNDERSTAND AND AGREE**

10. I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act. The

Participant assured The School of his/her medical fitness and is aware of any current medical conditions of flight which utilizes a parachute-type airfoil as its main airfoil.

**YOU AGREE THAT YOU HAVE NOT USED DRUGS OR ALCOHOL FOR 12 HOURS**

▶ \_\_\_\_\_ **INITIAL IF YOU UNDERSTAND AND AGREE**

**11. COPY the following statement to signify understanding:**

I REALIZE THAT POWERED PARAGLIDING IS AN INHERENTLY DANGEROUS SPORT WHICH MAY RESULT IN MY INJURY OR DEATH.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS CONTENT AND IMPLICATIONS, AND SIGN IT OF MY OWN FREE WILL.

In witness of my agreement to the foregoing, I executed this document

in \_\_\_\_\_

(Canyon Lake) \_\_\_\_\_ (Texas), on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

▶ Signature \_\_\_\_\_

**ATTESTED TO AND MADE A PART OF THE ABOVE AGREEMENT AND RELEASE OF LIABILITY BY: THE STUDENT'S AFFIXED HEREON:**

▶ **WITNESS (PRINT NAME):**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

**Participant's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Postal Code:** \_\_\_\_\_ **Cell phone:** \_\_\_\_\_

**Phone:** (\_\_\_\_\_) \_\_\_\_\_ **Email:** \_\_\_\_\_ **In**

**case of an emergency, notify:** \_\_\_\_\_ **Phone:**

\_\_\_\_\_ **Relationship** \_\_\_\_\_