

Nor Cal Aero Club - Membership Application

2005

Fill out and return to:
NCAC 200 Hillcrest Auburn, CA 95603
Check payable to Nor Cal Aero Club.
All Credit Cards accepted
Do not mail cash

Flying Dues: Annual Membership \$50 Student membership \$5 per day
Voting Associate Member \$100

Name: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

USHGA #: _____ Expiration Date: _____

Rating: _____ Special Skills: _____ Appointments: _____

Contact in Case of Emergency: _____ Phone# _____

NCAC Newsletter: Tight Lines! Dedicated to pilots seeking the best line to their goals!

Do you have anything to contribute to our club newsletter?

Please list a few areas of your professional and personal expertise that might assist the functions of NCAC.

This document is incomplete if Release, Waiver and Assumption of Risk, otherside (or below if PDF file / attached) is not signed!

Waiver must be signed by everyone wishing to access the flight area.

Thank you!

www.norcalaeroclub.com

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits to be derived from membership in the NCAC, _____ (*Pilot*)
(PRINT NAME)

and the parent or legal guardian of *Pilot* if *Pilot* is a minor, for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

A. **DEFINITIONS-** The following definitions apply to terms used in this Agreement:

1. **"PARTICIPATION IN THE SPORT"** means launching (and/or assisting another in launching), flying (whether as pilot in command or otherwise) and/ or landing (including, but not limited to, crashing) an hang glider or paraglider.
2. **"SPORTS INJURIES"** means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by *Pilot* as a result of **Pilots PARTICIPATION IN THE SPORT** and/or as a result of the administration of any NCAC programs (for example: the Pilot Proficiency System). If *Pilot* is under 18 years of age, the term **"SPORTS INJURIES"** means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by *Pilot* as well as **personal injury, bodily injury, death, property damage** and/or any other **personal or financial injury** sustained by *Pilot's* parents or legal guardians, as a result of **Pilot PARTICIPATION IN THE SPORT** and/or as a result of the administration of any NCAC programs.
3. **RELEASED PARTIES"** means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, independant contractors, sub-contractors, lessors and lessees:
 - a) The Nor Cal Aero Club (NCAC), is a flying club based in California.
 - b) Each of the person(s) sponsoring and/or participating in the administration of *Pilot* proficiency rating(s)
 - c) Each of the hang gliding and/or paragliding organizations that are chapters of the USHGA:
 - d) The United States of America and each of the city(s), town(s), county(ies), State(s) and/or other political subdivisions or governmental agencies within whose jurisdictions *Pilot* launches, flies and/or lands:
 - e) Each of the property owners on or over whose property *Pilot* may launch, fly and/or land.
 - f) All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the site(s) where *Pilot PARTICIPATES IN THE SPORT*. All persons involved" includes, but is not limited to, spectators, hang glider and/or paraglider pilots, powered ultralight pilots, assistants, drivers, instructors, observers, and owners of hang gliding and/or paragliding equipment; and
 - g) All other persons lawfully present at the site(s) during *Pilot's PARTICIPATION IN THE SPORT*.

B. **I FOREVER RELEASE AND DISCHARGE** the **RELEASED PARTIES** from any and all liabilities, claims, demands, or cources of action that I may hereafter have for **SPORTS INJURIES**, however caused, even if caused by the negligence(whether active or passive) of any of the **RELEASED PARTIES**, to the fullest extent allowed by law.

C. **I WILL NOT SUE OR MAKE CLAIM** against any of the **RELEASED PARTIES** for loss or damage on account of **SPORTS INJURIES**. If I violate this agreement by filling such a suit or making such a claim, I will pay all attorneys' fees and costs of the **RELEASED PARTIES**.

D. **I AGREE THAT** this **AGREEMENT** 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 Agreement shall be litigated, if at all, in and before a Court located in the State of California, U.S.A to the exclusion of the Courts of any other State or Country.

E. **SEVERABILITY**. If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be cutrtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

F. **CONSTRUCTION**. This Agreement shall apply to any and all **SPORTS INJURIES** occuring at any time after the exciution of this Agreement. This Agreement is in addition to and is not intended to replace any other Agreements related to liability for **SPORTS INJURIES** that *Pilot* may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, *Pilot* intends to be subject to the Agreement that provides the most expansive release of claims and assumption of risk allowed by law.

G. **I REPRESENT THAT** *Pilot* is at least 18 years of age, or, that I am the parent or legal guardian of *Pilot* and am making this Agreement on behalf of myself and *Pilot*. If I am the parent or legal guardian of *Pilot*, **I AGREE TO INDEMNIFY AND REIMBURSE** the **RELEASED PARTIES** for their defence and indemnity from any claim or liability in the event that *Pilot* suffers **SPORTS INJURIES** as a result of **Pilot's PARTICIPATION IN THE SPORT** even if caused in whole or in part by the negligence (whether active or passive) of any of the **RELEASED PARTIES** to the fullest extent allowed by law.

H. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKOWN, OF SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN HANG GLIDING AND/OR PARAGLIDING, AM FULLY AWARE OF THE LEGAL CONSEQUESNCES OF SIGNING THIS AGREEMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINACIAL INJURY SUSTAINED BY ME IN CONNECTION WITH HANG GLIDING/PARAGLIDING.

**WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS.
DO NOT SIGN WITHOUT READING!**

Pilots Signature

_____/_____/_____
Date

Pilots USHGA #

Signature of Pilots Parent or Legal Guardian if pilot is under 18 years of age

_____/_____/_____
Date