

Landowner Information

Nor Cal Aero Club appreciates the generosity of private land owners who allow us to land or take off on their property.

We have an excellent record over the past 20 years of working with both private and public landowners. Liability concerns have been addressed by a national waiver system and California Law. In addition, we carry liability insurance which also covers landowners. There has never been any legal action taken or contemplated regarding hang gliding land use by Nor Cal Aero Club or it's members.

California Civil Code Section 846

846. An owner of any estate or any other interest in real property, whether possessory or nonpossessory, owes no duty of care to keep the premises safe for entry or use by others for any recreational purpose or to give any warning of hazardous conditions, uses of, structures, or activities on such premises to persons entering for such purpose, except as provided in this section. A "recreational purpose," as used in this section, includes such activities as fishing, hunting, camping, water sports, hiking, spelunking, sport parachuting, riding, including animal riding, snowmobiling, and all other types of vehicular riding, rock collecting, sightseeing, picnicking, nature study, nature contacting, recreational gardening, gleaning, **hang gliding**, winter sports, and viewing or enjoying historical, archaeological, scenic, natural, or scientific sites.

An owner of any estate or any other interest in real property, whether possessory or nonpossessory, who gives permission to another for entry or use for the above purpose upon the premises does not thereby (a) extend any assurance that the premises are safe for such purpose, or (b) constitute the person to whom permission has been granted the legal status of an invitee or licensee to whom a duty of care is owed, or (c) assume responsibility for or incur liability for any injury to person or property caused by any act of such person to whom permission has been granted except as provided in this section.

This section does not limit the liability which otherwise exists (a) for willful or malicious failure to guard or warn against a dangerous condition, use, structure or activity; or (b) for injury suffered in any case where permission to enter for the above purpose was granted for a consideration other than the consideration, if any, paid to said landowner by the state, or where consideration has been received from others for the same purpose; or (c) to any persons who are expressly invited rather than merely permitted to come upon the premises by the landowner. Nothing in this section creates a duty of care or ground of liability for injury to person or property.

Nor Cal Aero Club members have signed the following release as part of a national program to limit liability. This is a requirement of USHGA (United States Hang Gliding Association).

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits to be derived from membership in the USHGA, (Pilot) 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) a 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 Pilots as a result of Pilot's PARTICIPATION IN THE SPORT and/or as a result of the administration of any USHGA 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's PARTICIPATION IN THE SPORT and/or as a result of the administration of any USHGA programs.
3. "RELEASED PARTIES" means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
 - a) The United States Hang Gliding Association, a California Non-profit Corporation (USHGA);
 - b) Each of the person(s) sponsoring and/or participating in the administration of Pilot's proficiency rating(s);
 - c) Each of the hang gliding and/or paragliding organizations which are chapters of the USHGA;
 - d) The United States Of America and each of the city(ies), 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" include, but are not limited to, spectators, hang glider and/or paraglider 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 causes 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 A CLAIM against any of the RELEASED PARTIES for loss or damage on account of SPORTS INJURIES If I violate this agreement by filing 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 curtailed 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. 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 defense 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

G. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, 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 have read, understand, and agree to the above RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT.

Adult Pilot's Signature Date

Signature of Pilot's Parent or Legal Guardian if Pilot is under 18 years of age. Date

MMR 12-97