

# DECLARATION OF FITNESS FOR HANG GLIDING, PARAGLIDING OR ULTRALIGHTING

(Hereinafter collectively called Gliding)

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during Gliding activities:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

Even if I have a health condition as stated above of which I may be unaware, by signing this form I still choose to participate in the gliding activity and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Gliding activities, I will notify the instructor immediately.

**I have read the above Declarations, understand them, and I agree to be bound by them.**

S/ _____ Signature of Adult Participant	_____ Name of Adult Participant (Please Print)	_____ Date
_____ Address of Adult Participant		_____ Phone #
S/ _____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have	_____ Name of Parent or Guardian (Please Print)	_____ Date
_____ Address of Parent or Guardian		_____ Phone #
_____ Name of Minor (Please Print)		_____ Date

If you cannot sign the above declaration because of any of the above conditions, you must notify the instructor immediately commencing any activity.

<b>Attention of the Instructor/Authorized Insured Only (Counter-sign upon full and correct completion)</b>		
S/ _____ Counter-Signature of Authorized Insured	_____ Name of Authorized Insured (PLEASE PRINT)	_____ Date

# HANG GLIDING, PARAGLIDING AND/OR ULTRALIGHTING RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK

In consideration for the renting, purchasing or leasing of Hang Gliding or Paragliding and/or Ultralighting from **Peak to Peak Paragliding, LLC** and/or the utilizing of the facilities, ground school, instruction, premises, and equipment of **Peak to Peak Paragliding, LLC** in engaging in the sport of Hang Gliding, Paragliding and/or Ultralighting ground instruction, flight instruction and related activities, (hereinafter collectively called "Gliding"). I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that Gliding is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap and even injury to participants. I understand I may suffer a broken limb, paralysis or fatal injury while participating in the sport of Gliding (Initial here \_\_\_\_\_).
2. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of Gliding equipment by me and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID GLIDING EQUIPMENT IS FIT FOR ANY PURPOSE, and that I am accepting the said Gliding equipment as is and I hereby acknowledge that I will personally examine the said Gliding equipment prior to my using of the same (Initial here \_\_\_\_\_).
3. **I hereby RELEASE AND DISCHARGE Peak to Peak Paragliding, LLC, the State of Colorado, the Town of Boulder**, and their officer, directors, elected officials, agents, employees, instructors, pilots and owners of equipment and the land used for Gliding activities (hereinafter collectively referred to as "Released parties"), from any and all liability, claims, demands or causes of action that I may hereafter have for injuries / damages arising out of my participation in Gliding activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (Initial here \_\_\_\_\_).
4. I understand and acknowledge that Gliding activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN GLIDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASE PARTIES (Initial here \_\_\_\_\_).
5. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Gliding activities (Initial here \_\_\_\_\_).

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_____ Signature of Adult Participant	_____ Name of Adult Participant (Please Print)	_____ Date
_____ Signature of Parent or Guardian if Participant is a Name of Parent or Guardian (Please Print) Date Minor, and by their signature, they on my behalf release all claims that both they and I have	_____ Name of Parent or Guardian (Please Print)	_____ Date
_____ Name of Minor (Please Print)	_____ Date	_____ Date

6. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in Gliding activities. (Initial here \_\_\_\_\_).
7. I will take full responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in Gliding activities (Initial here \_\_\_\_\_).
8. I agree that I will operate the said Gliding equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual (Initial here \_\_\_\_\_).
9. I have read and understood the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me of all risks arising out of my engaging in Gliding activities (Initial here \_\_\_\_\_).
10. I further represent that this Release of Liability, Waiver of Legal Rights and Assumption of Risk shall continue in full force and effect for so long as I engage in Gliding activities which are in any way connected to or with the Released Parties (Initial here \_\_\_\_\_).
11. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for whom I am (adult) legal guardian or I may suffer while engaging in Gliding activities (Initial here \_\_\_\_\_).
12. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Gliding activities including any claims by the negligence of the Released Parties by any of the undersigned (Initial here \_\_\_\_\_).

**I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS.  
I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.**

This the day of _____ 20 _____	
Signature of Adult Participant	Name of Minor Child
Name of Adult Participant (Please Print)	Signature of Parent or Guardian of Minor Child
Parent or Guardian of Minor	Child (Please Print)