APPI International MSA-41A Route Des Jeunes 1227

Carouge, Switzerland

APPI- Association of Paraglider Pilots and Instructors

ACKNOWLEDGEMENT OF RISK

PARTICIPANTS NAME	
AGE	
ADDRESS	
CITY	
STATE	
POSTAL CODE	
PHONE (Country code + Number)	
DATE OF BIRTH	
Emergency Contact Information	
Emergency Contact IN CASE OF ACCIDENT	
ADDRESS	
Relationship to Participant	
Contact Number	

PREVIOUS TRAINING STATUS - Please check one and fill in the underline

	I HAVE NEVER HAD PARAGLIDING TRAINING
	I HAVE MADE_____ PARAGLIDING FLIGHTS
	I HAVE RECIEVED TRAINING FROM: _____
	MONTHS/YEARS AGO: _____

CAUTIONARY STATEMENT:

Read each section of this document carefully and thoroughly before signing or initialing your name. Choosing to sign this waiver results in your giving up certain rights to bring legal action against APPI, any of its instructors, rated pilots, or members, or any school associated with APPI, their owners, employees, instructors, the owners and manufacturers of any equipment used, and the owner of any property utilized for paragliding activities, (hereinafter referred to as APPI) for any property damage, personal injuries or death you may suffer as a result of the training, equipment, or supervision provided in connection with all paragliding activities.

I HAVE READ AND CLEARLY UNDERSTAND THE STATEMENT ABOVE.

DATE_____ SIGNATURE_____

APPI International MSA-41A Route Des Jeunes 1227

Carouge, Switzerland

In Consideration of APPI allowing:
PRINT NAME_____

Hereinafter referred to as “The Participant” to utilize facilities and participate in paragliding and its associated activities, it is agreed to that:

1. ASSUMPTION OF RISK

The participant is fully aware that paragliding and all associated activities is a calculated risk sport and contains inherent risks and dangers, including 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 self-inflating wings and ascending parachutes sometimes malfunction when they are properly designed, manufactured, assembled, packed, maintained and used. The result of such malfunction may be serious injury or death.

The participant acknowledges that 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 any and all such risks and dangers.

PARAGLIDING IS A DANGEROUS SPORT.
_____ INITIAL IF YOU UNDERSTAND AND AGREE.

2. EXEMPTION FROM LIABILITY

The Participant hereby fully and forever discharges and releases APPI 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 out of training, paragliding flights, or any other vehicle or equipment operation, parachute or otherwise, or any other device of the school or APPI while on the ground or in flight, or while participating in any of the activities contemplated by this release. Exemption from liability includes loss, damage, injury, or death resulting from negligence of APPI, the school, or any of its representatives, or any other 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 him/herself and his/her heirs, executors, or administrators not to institute any suit or action at law, or otherwise, against APPI, the school, or any representatives, nor to initiate or assist the prosecution of any claims for damages, or course of action, which the Participant, his/her heirs, executors, administrators hereafter may have by reason of injury to the person of 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, his/her 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

4. INDEMNITY AGREEMENT

The Participant agrees, for him/herself and his/her heirs executors administrators, or assigns to indemnify and hold harmless APPI, the school and any representatives 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, APPI, the school, and indemnified parties, or any of them for the defense of any such action which may hereafter arise directly or indirectly from the activities of the Participant while engaged in the activities contemplated by this agreement.

YOU AGREE TO PAY OUR COSTS FOR ANY LAWSUIT YOU INITIATE
_____ 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 AGREEMENT,EXEMPTION FROM LIABILITY, COVENENT 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 and his/her estate.
THIS CONTRACT IS IN EFFECT NOW AND AT ANY TIME IN THE FUTURE.

_____ INITIAL IF YOU UNDERSTAND AND AGREE

6. DISCLAIMER

APPI and the school do not provide any insurance, either medical or liability, for any incident which may arise as a result of participation in any phase of paragliding. Paragliding equipment is rented or provided to the participant without any warranties, express or implied. This equipment is specifically not warranted as being merchantable. Paragliding training programs are not licensed by any government agency. Persons associated with APPI and the school may have membership in or association with various national or international formal or informal groups who have various training procedures to which we may or may not adhere. APPI and the school are the sole proponent for our program.

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 APPI and the school resulting in my use, whether damage is intentional or unavoidable. I understand that I am paying for instruction in the sport of paragliding and that this does not guarantee my right to fly.

PARTICIPANT AGREES TO PAY FOR EQUIPMENT DAMAGES.
_____INITIAL IF YOU UNDERSTAND AND AGREE

8. HEALTH AND FITNESS FOR TRAINING AND PARAGLIDING

Paragliding is a strenuous physical and mental activity. We recommend a complete physical examination prior to training or paragliding. The Participant agrees to refrain from taking any drug including alcohol for 12 hours prior to engaging in paragliding activities. I further state that I am legally competent to sign this affirmation and release, I understand the terms herein are contractual and not a mere recital, and that I have signed this document as my own free act. The Participant assures APPI and the school of his/her medical fitness, is aware of any current medical conditions and assumes his/her responsibility of physical fitness and capability to perform under the normal 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

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 PARTICIPATION IN PARAGLIDING AND RELATED ACTIVITIES, IT IS NOT A MERE RECITAL.**

   _____INITIAL IF YOU UNDERSTAND AND AGREE.

10. **Copy the following statement to signify understanding:**

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

    _____

    _____

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

    _____INITIAL IF YOU UNDERSTAND AND AGREE

    IN WITNESS OF MY AGREEMENT TO THE FOREGOING, I EXECUTE THIS DOCUMENT IN

    _____location

    On this **Date**:_____

    Signature:_____

    Affirmation of Parent or Guardian:
    ATTESTED TO AND MADE A PART OF THE ABOVE AGREEMENT AND RELEASE OF LIABILITY BY THE STUDENT'S SIGNATURE AFFIXED HEREON:

    WITNESS_____

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LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm that I am aware that paragliding
Participant Name
and flying have inherent risks which may result in serious injury or death. I understand that paragliding involves certain inherent risks; including collision in the sky or hanging on trees which require emergency rescue. I further understand that paragliding trips which are necessary for training and for certification may be conducted at a site that is remote, either by time or distance or both, that such emergency rescue by helicopter are not available. I still choose to proceed with such instructional flights in spite of the possible absence of a helicopter rescue in proximity to the paragliding site.
I understand and agree that neither my instructor(s), Instructors listed under Updraft Paragliding Ltd's operation manual, the facility
Facility Name
through which I receive my instruction, Updraft Paragliding Ltd., nor APPI Assoc., nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this paragliding program or as a result of the negligence of any party, including the Released Parties, whether passive or active.
In consideration of being allowed to participate in this course, hereinafter referred to as "program," I hereby personally assume all risks of this program, whether foreseen or unforeseen, that may befall me while I am a participant in this program including, but not limited to paragliding activities.
I further release, exempt and hold harmless said program and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this program including both claims arising during the program or after I receive my certification.
I also understand that paragliding is mentally strenuous activity and that I will be exerting myself during this program, and that if I am injured as a result of heart attack, panic, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.
I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the legislation enforceable provision had never been contained herein.
I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS,
Participant Name

_____, THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION,
Facility Name

_____, AND APPI FLY ASSOC/. AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.
I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

_____ _____
Participant Signature Date (Day/Month/Year)

_____ _____
Signature of Parent of Guardian (where applicable) Date (Day/Month/Year)