

AGREEMENT-RELEASE OF LIABILITY- John C. Matylonek and Oregon Hang Gliding

1. In consideration for being contracting instruction in the sport of hang gliding, and related activities (hereinafter collectively referred to as hang gliding), I hereby agree as follows:

I, (print name) _____

hereby RELEASE AND DISCHARGE (initial here____) John C. Matylonek and all contracted instructors of Oregon Hang Gliding and any other related parties or lien holders, from any and all liability, claims, demands, or causes of action that I may hereafter have for injuries and damages arising out of my participation in hang gliding activities including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR INJURIES ARISING FROM THE USE OF THE PROPERTIES PROVIDED BY THE SAME (initial here____). I further agree that I will not sue or make claims against the released parties for damages or other losses sustained as a result of my participation in hang gliding activities (initial here____). I also agree to INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES from all claims, judgments, and costs including attorney's fees incurred in connection with any action brought as a result of my participation in hang gliding activities or losses incurred as a result of the same (initial here____). I fully understand and acknowledge that hang gliding activities have inherent dangers that no amount of care, caution, instruction or experience can eliminate and **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN HANG GLIDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES** (initial here____). I have been advised and recognize that my hang gliding activities are not covered by any personal accident general liability insurance policy issued to the released parties (initial here____). I hereby expressly recognize that this Agreement-Release Of Liability is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in hang gliding activities including any claims caused by the negligence of the same.

2. I hereby confirm that I have been given an option to purchase a waiver of the RELEASE OF LIABILITY COVENANT not to sue and assumption of risk provisions contained in paragraph 1 of this agreement at an additional cost of three hundred dollars (\$300.00). I have chosen to: (circle and initial one) **A. PURCHASE**_____ **B. NOT PURCHASE**_____ this waiver. It is understood that the purchase of the waiver does not constitute contract of insurance but only waiver of the contractual defenses that would otherwise be available to the Released Parties.

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

Signature _____ Date _____

Address _____ City _____ State _____

Home Phone _____ Work Phone _____

Witness _____ Date _____

AGREEMENT-RELEASE OF LIABILITY-Pat Manning

1. In consideration for being permitted to utilize the facilities and property of Pat Manning to receive instruction in the sport of hang gliding, and related activities (hereinafter collectively referred to as hang gliding), I hereby agree as follows:

I, (print name) _____

hereby RELEASE AND DISCHARGE (initial here____) Pat Manning and any other related parties or lien holders, from any and all liability, claims, demands, or causes of action that I may hereafter have for injuries and damages arising out of my participation in hang gliding activities including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR INJURIES ARISING FROM THE USE OF THE PROPERTIES PROVIDED BY THE SAME (initial here____). I further agree that I will not sue or make claims against the released parties for damages or other losses sustained as a result of my participation in hang gliding activities (initial here____). I also agree to INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES from all claims, judgments, and costs including attorney's fees incurred in connection with any action brought as a result of my participation in hang gliding activities or losses incurred as a result of the same (initial here____). I fully understand and acknowledge that hang gliding activities have inherent dangers that no amount of care, caution, instruction or experience can eliminate and **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN HANG GLIDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES** (initial here____). I have been advised and recognize that my hang gliding activities are not covered by any personal accident general liability insurance policy issued to the released parties (initial here____). I hereby expressly recognize that this Agreement-Release Of Liability is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in hang gliding activities including any claims caused by the negligence of the same.

2. I hereby confirm that I have been given an option to purchase a waiver of the RELEASE OF LIABILITY COVENANT not to sue and assumption of risk provisions contained in paragraph 1 of this agreement at an additional cost of three hundred dollars (\$300.00). I have chosen to: (circle and initial one) **A. PURCHASE**_____ **B. NOT PURCHASE**_____ this waiver. It is understood that the purchase of the waiver does not constitute contract of insurance but only waiver of the contractual defenses that would otherwise be available to the Released Parties.

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

Signature _____ Date _____

Address _____ City _____ State _____

Home Phone _____ Work Phone _____

Witness _____ Date _____

Oregon Hang Gliding –Litigation Fee Agreement and Medical Certification

131 NW 4th St PMB 273 Corvallis, OR 97330 541 913 1339

Please Print

Name _____ Age _____

Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Email _____

Height _____ Weight _____ Date of Last Aerobic Exercise (20 minutes or longer and 70-80% of your maximum heart rate) _____

Lawyer Fee Liability Release

I acknowledge that hang gliding can be inherently dangerous. With this knowledge I assume all risk and liability. As the undersigned student, I hereby and herein agree to release and discharge Oregon Hang Gliding, John C. Matylonek, his agents, assistants, employees, contract instructors and land owners from any all responsibility and liability of whatever nature which may arise from hang gliding activities. This applies to property damage. Should any litigation occur by me or my behalf against Oregon Hang Gliding, John C. Matylonek, his agents, assistants, employees, contract instructors, or landowners I will assume liability for all court costs and legal fees incurred due to such action. _____ Initial

Important This is a release of liability and an agreement to pay lawyer fees and court costs for all parties.

Medical Statement for Undergoing Hang Gliding Activities

I hereby certify that I am not aware of and not under treatment for any physical infirmity, chronic ailment or injury of any nature. I have never been treated for cardiac or a pulmonary condition, high or low blood pressure, fainting spells or convulsions, hearing loss or nervous disorder. _____ Initial

I am aware that hang gliding instruction involves strenuous activity that may cause aerobic and anaerobic stress on the body and assume all risks and liability for any and all secondary medical effects resulting from the hang gliding instruction _____ Initial

I hereby state that I have read, understand and agree to this release and attest to the accuracy of the information provided. (minors must have their parent's signature).

Signature Date

Witness Date

Note: This agreement does not expire. It covers instruction, advice, and demonstration flying of hang gliding equipment beyond the paid or contracted instructional lessons.

