

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement. By signing this document you will waive certain legal rights, including the right to sue!

To: Willy Rens, Okanagan Soaring Association and land owner.

Assumption of risks

I am aware that paragliding involves many risks, dangers and hazards in addition to the risks, dangers and hazards normally associated with alpine sports. These additional risks, dangers and hazards include, but are not limited to, the risk of collision with natural or manmade objects, collision with other hikers, spectators, paragliders, or persons on or near the premises used for paragliding, loss of control either in the air or on the ground, accidents resulting from inclement weather or winds, failure to follow instructions during the paragliding activities. I freely accept and fully assume all such risks, dangers and hazards, and the possibility of personal injury, death, property damage or loss resulting there from.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of Releasees accepting me as a paragliding participant: I hereby agree as follows:

1. To waive any and all claims that I have or may have in the future against Willy Rens, Okanagan Soaring Association and Land Owner and to release Willy Rens, Okanagan Soaring Association and Land Owner (hereafter referred to as the Releasees) from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next-of-kin may suffer as a result of my participation in this paragliding activity due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including and duty of care owed under the Occupiers Liability Act, R.S.B.C. 1979, c. 303, on the part of Releasees. Initial _____

- 2. To hold harmless and indemnify Releasees from any and all liability for any damage to property of or personal injury to any third party resulting from my participation in paragliding.
- 3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- 4. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
- 5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this agreement.

I have read and understand this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

Signed this _____ day of _____, 2019

Signature of Participant _____ Signature of Witness _____

Print Name Clearly _____ Print Witness Name _____

Address: _____ City: _____

Prov/State: _____ Phone No. _____

EMAIL: _____

How did you find us?

Web site / Trip advisor / Word of Mouth / Flyer, Banners / Magazine / Info Center

Any health issues?

- Pregnancy
- Heart Condition
- Recent Sprains or Muscular injuries
- Panic/Anxiety Attacks
- High/low Blood Pressure
- Bone Disorders
- Fragile Skin
- Dislocations
- Diabetes
- Epilepsy
- Prosthetics
- Neurological Disorders
- Disabilities
- Physical Impairment
- Motion sickness