



**Permission to Use Land and Hold Harmless Agreement:**

*We the undersigned do willfully and without reservation enter the following agreement concerning the use of Private Land as an operating field for the specific ultralight aircraft.*

*After signatures are affixed hereon the first party (the landowner) agrees to allow the second party (the pilot) to use his/her land for the purpose of taking off and landing with a \_\_\_\_\_ model ultralight aircraft.*

*Said permission is granted only on specific days or times or by prior appointment as specified by the landowner and is subject to be revised at any time. Furthermore, said permission may be revoked at any time by the landowner, without cause or notice.*

*In return for said permission the pilot agrees to accept total responsibility for any damage to the landowner's property. Also, the pilot agrees to hold the landowner blameless for any damage to the aircraft or personal injury to the pilot or bystanders which may result from the use of the aircraft to and from said land. The pilot recognizes that in all flight, there is an inherent amount of risk, and accepts that risk and agrees to hold the landowner blameless for any mishap which may occur as a result of any holes, rocks, trees, fences, animals or other irregularity in the land, defects in the aircraft, pilot error or acts of God.*

*As such, the pilot forfeits his right and the rights of his family to file suit against the landowner or his family, seeking punitive or other damages as a result of a mishap with the subject aircraft while operating from the landowner's property.*

**Land Location:** 8591 Hogan Dam Road, VS, CA 95252

**Special Terms:** Any flying or Activities on said property

**Landowner:** Alan T. Robinson

**Pilot:**\_\_\_\_ (Print) \_\_\_\_\_(Signed)

**Witness:**\_\_\_\_ (Print)\_\_\_\_\_ (Signed)

**Signed by all Parties on**



**Financial Responsibility for Equipment Damage:**

The following costs will apply for equipment damage incurred during the student's training course when using school equipment.

Propellers:	\$240-\$250
Redrive Damage: (prop damage can create seal damage on redrive):	\$75+
Nets:	\$109
Frame Repairs:	\$50-\$300
Cage Replacement:	\$295 (Quarter) \$335 (Main Frame)
Paraglider Repairs:	\$100-\$450+
Electrical Damage in Helmets:	\$50-\$200

I, (the student), fully accept the responsibility for all equipment while training and will hereby cover these costs in the event I cause equipment damage during my training. I understand this is in addition to the cost of training. I hereby provide a blank signed check or Credit Card Authorization Form and authorize Blackhawk Paramotor USA, Inc. to fill in these amounts in the event of damage.

Name:

Driver's License: State                      Number

Date:

**HANG GLIDING, PARAGLIDING, FLYING ULTRALIGHTS  
AND/OR LIGHT SPORT AIRCRAFT RELEASE OF LIABILITY,  
WAIVER  
OF LEGAL RIGHTS AND ASSUMPTION OF RISK**

In consideration for the renting, purchasing or leasing of Hang Gliders or Paragliders, Ultralights and/or Light Sport Aircraft from BlackHawk Paramotor USA, Inc and/or the utilizing of the facilities, ground/flight school, instruction, premises, and equipment of BlackHawk Paramotor USA, Inc or Brand: \_\_\_\_\_ in engaging in the sport of Hang Gliding, Paragliding and/or flying Ultralights or Light Sport Aircraft ground instruction, flight instruction and related activities, (hereinafter collectively called "Flying"). 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 Flying 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 Flying (Initial here \_\_\_\_\_).
2. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of Flying equipment by me and that all warranties whether expressed or implied are excluded. **THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID FLYING EQUIPMENT IS FIT FOR ANY PURPOSE**, and that I am accepting the said Flying equipment as is and I hereby acknowledge that I will personally examine the said Flying equipment prior to my using of the same (Initial here \_\_\_\_\_).
3. Hereby **RELEASE AND DISCHARGE BlackHawk Paramotor, USA Inc. in** \_\_\_\_\_, the State of the Town of \_\_\_\_\_ and their officers, directors, elected officials, agents, employees, instructors, pilots and owners of equipment and the land used for Flying 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 Flying activities, including, but not limited to, losses **CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES** (Initial here \_\_\_\_\_).
4. I understand and acknowledge that Flying 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 FLYING 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 Flying activities (Initial here \_\_\_\_\_).

_____ Signature of Adult Participant	_____ Name of Adult Participant (Please Print)	_____ Date
_____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they are on my behalf	_____ Name of Parent or Guardian (Please Print)	
	_____ 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 Flying 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 Flying activities (Initial here\_\_ ).
8. I agree that I will operate the said Flying 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 acknowledgment of the assumption of liability by me of all risks arising out of my engaging in Flying 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 Flying 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 Flying 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 Flying 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.

Thi s the	day of	20	
Signature of Adult Participant			Name ofAdult Participant(Please Print)
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 of Minor Child {Please Print}
			Name of Minor Child

**DECLARATION OF FITNESS FOR HANG GLIDING, PARAGLIDING,  
FLYING ULTRALIGHTS  
AND/OR LIGHT SPORT AIRCRAFT**

(Hereinafter collectively called Flying)

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 Flying 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 Flying 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 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 Flying activities, I will notify the Instructor immediately.

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

S/ \_\_\_\_\_ Name of Adult Participant (Please Print) — Date —  
Signature of Adult Participant

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 \_\_\_\_\_

\_\_\_\_\_ Phone# \_\_\_\_\_  
Address of Parent or Guardian

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.

**Attention of the Instructor/Authorized Insured Only (Counter-sign upon full and correct completion)**

SI

Counter-Signature of Authorized Insured

Name  
of Authorized Insured (PLEASE PRINT) Date

**Form 323 (0507)**

**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Blackhawk Paramotor USA, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "BPU"), I hereby agree to release, indemnify, and discharge BPU, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that my participation in powered paragliding activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: The forces of nature, including high winds, lightning, and rapid weather changes; changing visibility; falls from significant heights; the hazards of being struck by the equipment, slips and falls during take-off or landing; loss of flying control, including collapse, stall, spiral, change in direction or flight path, rapid rate of descent and ascent, pitch, yaw, roll and change in turning radius; collision with exposed rock, water, snow, cables, fences, vehicles, structures or other objects; high altitude; the risk of exposure to insects and encounters with wildlife; travel over extreme mountainous or alpine terrain; travel on highways and back-country roads; becoming lost or separated from other pilots, guides, instructors or other participants; failing to act safely or within one's own ability; my own physical condition; and the physical exertion associated with this activity.

Furthermore, BPU employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BPU from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BPU 's equipment or facilities, including any such claims which allege negligent acts or omissions of BPU.
- 4. Should BPU or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 6. In the event that I file a lawsuit against BPU, I agree to do so solely in the state of California, and I further agree that the substantive law of that stat shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against BPU on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Date \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**  
(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name)  
("Minor") being permitted by BPU to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BPU from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_