

BLACKHAWK PARAMOTOR, USA INC.

PARAMOTORING/PARAGLIDING RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK

In consideration for the PURCHASING of Paramotors and/or Paragliders from BlackHawk/Adventure, 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, other than those disclosed on the BlackHawk or Adventure USA websites. **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. I hereby **RELEASE AND DISCHARGE** BlackHawk Paramotor USA INC., the State of CAIFORNIA the Town of VALLEY SPRINGS, and their offices, 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 participatin in Flying activities, including, but not limited to, losses **CAUSED BY THE NEGLIGENCE OF THE RELEASE 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 _____).
6. I also agree to **INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS** from all claims, judgments, and costs, including attorney's fees, incurred in connection with any action brought as a result of my participation in Flying activities (INITIAL HERE _____).

Page 1 of 2 as acknowledged by.....

Signature of Adult Purchaser _____

Name of Adult Purchaser (Please PRINT) _____ DATE _____

Signature of PARENT or GUARDIAN if PURCHASER is a MINOR, and by their signature, they on my behalf release ALL claims that both they and I have. Name of Parent/Guardian

(Please SIGN) _____

Name of Parent/Guardian of Minor Child (Please PRINT) _____ DATE _____

Name of Minor (Please PRINT) _____ DATE _____

BlackHawk Witness _____ DATE _____

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- 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 to not 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 the 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 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_____).
- 13. I hereby agree to utilize qualified training in its entirety, and that self-training is not recommended. Should I self-train I agree to all risk associated with such (INITIAL HERE_____).
- 14. In the event of litigation I agree that litigation will be held in Calaveras County CA, 95252

(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 Purchaser _____

Name of Adult Purchaser (Please PRINT) _____ **DATE** _____

Signature of PARENT or GUARDIAN if PURCHASER is a MINOR, and by their signature, they on my behalf release ALL claims that both they and I have. Name of Parent/Guardian

(Please SIGN) _____

Name of Parent/Guardian of Minor Child (Please PRINT) _____ **DATE** _____

Name of Minor (Please PRINT) _____ **DATE** _____

BlackHawk Witness _____ **DATE** _____