

**GENERAL WAIVER AND RELEASE OF LIABILITY, INDEMNIFICATION
AND ASSUMPTION OF RISK AGREEMENT**

**THIS IS A GENERAL WAIVER AND RELEASE OF LIABILITY,
INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT**

– READ BEFORE SIGNING –

THIS GENERAL WAIVER AND RELEASE OF LIABILITY, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT (the “Agreement”) is entered into by the Undersigned in exchange for good and valuable consideration, the receipt of which is hereby acknowledged. The Undersigned does hereby acknowledge, stipulate and agree as follows:

1. That Nicholas Antonaccio (“Antonaccio”) is an adult individual who is engaged in the business of hang gliding and/or paragliding, including various motorized flight devices; that Antonaccio provides sites (not owned) for the launching and landing of such flight devices; and that Antonaccio also provides instructional classes, which may include tandem flight operations under FAA Exemption No. 9785, on the use of such flight devices.

2. That the Undersigned does hereby acknowledge and understand that risk of serious injury or death arising from hang gliding, paragliding, the use of motorized flight devices, including, but not limited to, launching, flying, or landing of any flight device, assisting others in launching, flying or landing of any flight device, and activities involving any instruction in the launching, flying or landing of any flight device and other related events, does exist.

3. That the Undersigned, and the Undersigned’s heirs, successors and assigns, does hereby **fully and unconditionally release and forever discharge** Antonaccio, including, but not limited to, his heirs, successors, assigns, agents, employees, independent contractors, sub-contractors, lessors and lessees, and owners of property, from any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs and expenses), whether known or unknown, with or without knowledge that such may exist, whether at law or in equity, whether in contract, tort, or under statute or otherwise, including claims for personal injury, bodily injury or death and property damage, on account of, connected with, arising from or growing out of any and all activities of any kind whatsoever associated with, arising from or related to hang gliding, paragliding, the use of motorized flight devices, including, but not limited to, launching, flying, or landing of any flight device, assisting others in launching, flying or landing of any flight device, and activities involving any instruction in the launching, flying or landing of any flight device.

4. **DESPITE THE RISK OF SERIOUS INJURY OR DEATH ARISING FROM THE ACTIVITIES AND OTHER RELATED EVENTS IDENTIFIED IN THIS AGREEMENT**, the Undersigned does hereby freely and voluntarily assume any and all risks of injury to person and property or death, known or unknown, that may be associated or connected with hang gliding, paragliding, use of motorized flight devices, however caused, even if caused in whole or in part by the action, inaction, or negligence of

Antonaccio, his heirs, successors, assigns, agents, employees, independent contractors, sub-contractors, lessors, lessees, to the fullest extent allowed by law. The Undersigned does hereby freely and voluntarily assume any and all risks of injury to person and property or death with knowledge that the use of such equipment and flight devices as well as the activities of hang gliding and paragliding can be dangerous and that such use and activities may result in death or serious bodily injury.

5. The Undersigned, and the Undersigned's heirs, successors and assigns, indemnifies and holds harmless, Antonaccio, his heirs, successors, assigns, agents, employees, independent contractors, sub-contractors, lessors, and lessees, regardless of any negligence on the part of Antonaccio, from and against any and all loss, damages, claims, penalties, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including costs of defense (which shall include reasonable attorneys' fees) or damages for personal injury, including death, to any person whatsoever, and for damages to property of any person whatsoever, including loss or destruction thereof, on account of, connected with, arising from or growing out of any and all activities of any kind whatsoever associated with, arising from or related to hang gliding, paragliding, the use of motorized flight devices, including, but not limited to, launching, flying, or landing of any flight device, assisting others in launching, flying or landing of any flight device, and activities involving any instruction in the launching, flying or landing of any flight device.

6. The Undersigned, and the Undersigned's heirs, successors and assigns, agrees to indemnify and hold harmless Antonaccio, his heirs, successors, assigns, agents, employees, independent contractors, sub-contractors, lessors, and lessees, from any and all loss or damages, including, but not limited to, all costs, attorneys' fees and expenses, related to the enforcement of this Agreement.

7. That this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, and all disputes or claims arising under or in connection with this document shall be filed and litigated, if at all, in and before the courts of the Commonwealth of Pennsylvania, to the exclusion of the courts of any other state or country.

8. That if any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

9. That this Agreement shall be binding upon the Undersigned's heirs, successors, assigns, and next of kin as well as upon the executors and administrators of the Undersigned's estate.

10. That the Undersigned is at least 18 years old, or that the Undersigned is the parent or legal guardian of a minor participating in the above described activities.

11. That the Undersigned makes and enters into this Agreement voluntarily, fully understanding the provisions contained herein, as well as the provisions of FAR part 103 and FAA Exemption No. 9751.

12. That the Undersigned understands and agrees that this Agreement covers and applies to all activities that the Undersigned may engage in identified in this Agreement whether or not such activities were approved by or consented to by Antonaccio.

I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I ACKNOWLEDGE THAT I HAVE HAD THE RIGHT TO CONSULT WITH MY ATTORNEY REGARDING THIS AGREEMENT AND THAT I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND WITH THE INTENT TO BE LEGALLY BOUND.

Signature of adult pilot or name of person under 18 years of age
for whom permission is given
(Print full name & then sign)

Date

Signature of Parent or Legal Guardian if person under 18 years of age
(Print full name & then sign)

Date