

AGREEMENT AND RELEASE OF LIABILITY

In consideration for being permitted to utilize the land, facilities and equipment owned by:

PRINTED NAME OF LANDOWNER(S) (hereinafter collectively referred to as "Released Parties")

Located at:

ADDRESS

and to engage in the sport of ultralighting, solo and two-place flight instruction, and related activities (hereinafter collectively referred to as "Ultralighting Activities"), I

PRINTED NAME OF RELEASER

hereby agree as follows:

INITIAL EACH OF THE FOLLOWING

1. ____ I hereby **RELEASE AND DISCHARGE** the Released Parties from any and all liability, claims, demands or causes of action that may hereafter have for injuries and damages arising out of my participation in Ultralighting Activities including but not limited to losses **CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.**

2. ____ I further agree that I will not sue or make claim against the Released Parties for damages or other losses sustained as a result of my participation in Ultralighting Activities.

3. ____ 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 Ultralighting Activities.

4. ____ I understand and acknowledge that Ultralighting 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 ULTRALIGHTING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.**

5. ____ I have been advised and recognize that my Ultralighting Activities are not covered by any personal accident or general liability insurance policy issued to the Released Parties.

6. ____ I hereby expressly recognize that this Agreement-and 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 Ultralighting Activities including any claims caused by negligence of the Released Parties.

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

SIGNATURE of RELEASER

DATED

PRINTED NAME- RELEASER

SIGNATURE- LANDOWNER

DATED

PRINTED NAME- LANDOWNER