



**Hang Gliding & Paragliding Association of Canada**

**Association Canadienne de Vol Libre**

5 Mount Herbert, Stratford, PEI, Canada C1B 2C3

Tel: 1-877-370-2078 Fax: 1-902-367-3358 Email: [admin@hpac.ca](mailto:admin@hpac.ca)

**RELEASE, WAIVER AND ASSUMPTION OF RISK**

I, \_\_\_\_\_, hereby acknowledge and agree that in consideration of being permitted to participate in Hang Gliding/Paragliding programs or activities, I hereby agree to release and discharge Owners and / or Lessors of land who have granted permission for the use of property for Hang Gliding/Paragliding programs or activities, the **Hang Gliding and Paragliding Association of Canada a/o Association Canadienne De Vol Libre**, their officers, directors, representatives, employees, members and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Releasee) from all liability and I do hereby waive as against the Releasee all recourses, claims, causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with, my preparation for, or participation in, the aforesaid Hang Gliding/Paragliding programs or activities, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Releasee

**And I do hereby acknowledge and agree;**

- a) that the sport of Hang Gliding/Paragliding and Hang Gliding/Paragliding is very dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the sport itself, others which result from human error and negligence on the part of persons involved in preparing, organizing and staging Hang Gliding/Paragliding programs or activities;
- b) that, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
- c) that some of the aforesaid risks and hazards are foreseeable, but others are not;
- d) that I nevertheless freely and voluntarily assume all of the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in the aforesaid Hang Gliding/Paragliding programs and activities shall be entirely at my own risk;
- e) that I understand that the Releasee does not assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid Hang Gliding/Paragliding programs or activities;
- f) that I have carefully read this **RELEASE, WAIVER AND ASSUMPTION OF RISK** agreement, that I fully understand same, and that I am freely and voluntarily executing same;
- g) that I understand that by signing this release I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless the Releasee for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for any Hang Gliding/Paragliding programs or activities whether or not such loss or injury is caused solely or partly by the negligence of the Releasee
- h) that I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement;**
- i) that the term Hang Gliding/Paragliding programs or activities as used in this **RELEASE, WAIVER AND ASSUMPTION OF RISK** agreement includes without limiting the generality of that term, the Hang Gliding programs and activities as well as all other competitions, fly-ins, training sessions, clinics, events and towing programs;
- j) this **RELEASE, WAIVER AND ASSUMPTION OF RISK** agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns and;
- k) that 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: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Print Name: \_\_\_\_\_

(You are only required to sign the HPAC Waiver once.) (Note that it must be submitted to the HPAC Business Manager.)