

**Southwest Airsports LLC  
5134 Thornton Street  
El Paso, TX 79932**

**RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, AND ASSUMPTION OF RISK**

Print Name: \_\_\_\_\_ Age: \_\_\_\_\_

Weight: \_\_\_\_\_ lbs Height: \_\_\_\_\_ ft \_\_\_\_\_ in Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Do you have any paragliding, aviation, or skydiving  
experience? \_\_\_\_\_

**Cautionary Statement:**

Read each section of this document carefully and thoroughly before signing or initialing your name. Choosing to sign this waiver results in you giving up certain rights to bring legal action against SOUTHWEST AIRSPORTS LLC, its members, managers, agents, successors, and assigns, and the owners of any equipment or real/personal property utilized for paragliding activities (collectively "SWA"), from any property damage, personal injuries, or death that you may suffer as a result of the training, use of the equipment, or supervision provided in connection with paragliding activities.

I have read and clearly understand the Cautionary Statement above:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

In consideration for the use, renting, purchasing, or leasing of a paraglider/kite/hang glider, towing apparatus, and/or any related equipment ("**Gliding Equipment**") from SWA and/or the utilizing of the facilities, ground school, instruction, premises, and Gliding Equipment of SWA in engaging in paragliding, powered paragliding, towing, ground instruction, flight instruction, kite boarding, kite skiing, or other related activities (hereinafter collectively called "**Gliding**"), and ground transportation to and/from Gliding sites, I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk (this "**Waiver**") and to the terms hereof as follows:

1. I acknowledge that Gliding is an inherently dangerous action sport and recreational activity and such activity is subject to mishap, serious injury, or death to participants. I understand that I may suffer an injury, including a broken limb, paralysis, or fatal injury while participating in Gliding activities. (initial here \_\_\_\_\_)
2. I further acknowledge that there are no warranties from SWA applicable to the Gliding Equipment or the use, purchase, rental, or lease of the Gliding Equipment, and that SWA makes

**NO WARRANTIES** whether expressed or implied, including, but not limited to any warranty of fitness for a particular use, in connection with the Gliding Equipment. **THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID GLIDING EQUIPMENT IS FIT FOR ANY PURPOSE**, and that I am accepting the said Gliding Equipment “AS IS” and I hereby acknowledge that I will personally examine the said Gliding Equipment prior to my using of the same. (initial here\_\_\_\_\_)

3. I hereby **RELEASE AND DISCHARGE SWA**, Gardner Turfgrass, Inc., the State of Texas, the County of El Paso, the City of El Paso, the State of New Mexico, the Counties of Doña Ana and Otero, the Cities of Santa Teresa and Alamogordo and their officers, directors, elected officials, agents, employees instructors, pilots and owners of equipment and the land used for Gliding (hereinafter collectively called the “**Released Parties**”), from any and all liability, claims, demands or causes of action that I, my successors, administrators, heirs, and assigns may hereafter have for injuries/damages arising out of my participation in Gliding and use of the Gliding Equipment, including but not limited to, losses caused by the negligence of the released parties. (initial here\_\_\_\_\_)
4. I understand and acknowledge that Gliding has 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 GLIDING WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED 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 Gliding or use of the Gliding Equipment. (initial here\_\_\_\_\_)
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 Gliding or use of the Gliding Equipment. (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 participation in Gliding or use of the Gliding Equipment. (initial here\_\_\_\_\_)
8. I agree that I will operate the Gliding Equipment in a reasonable and safe manner so as not to endanger the lives of persons or the property of any individual. (initial here\_\_\_\_\_)
9. I have read and understand the above and acknowledge that the same constitutes a 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 Gliding or use of the Gliding Equipment. (initial here\_\_\_\_\_)
10. I further represent that this Waiver shall continue in full force and effect for so long as I engage in any Gliding or use of the Gliding Equipment which is connected to or with the Released Parties. (initial here\_\_\_\_\_)
11. I further represent that I am at least 18 years of age (whether the participant or parent of the participant). (initial here\_\_\_\_\_)

**12. DECLARATION OF FITNESS FOR PHYSICAL ACTIVITIES**

- a. I hereby declare I am physically fit and that I am not aware of and am not nor have been under any treatment for any physical infirmity or chronic ailment, or injury of any nature that could, in any way, impede my safety or abilities while participating in an action sport such as Gliding. I have normal vision or corrective lenses, am not hard of hearing, and am mentally stable and sober, and am not on any medications that affect my coordination, alertness or reaction time.
- b. 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 gliding: 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 condition, recent blood donation or any condition that requires the regular use of drugs.
- c. I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity of Gliding, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.
- d. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever, or if any injury is sustained of any kind during the course of gliding activities, I will notify the instructor immediately.

I have read, understand, and agree to the foregoing (initial here\_\_\_\_\_).

- 13. I hereby expressly recognize that this Waiver is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in gliding or use of the gliding equipment, including any claims resulting from the negligence of the Released Parties. (initial here\_\_\_\_\_)
- 14. If any provision of this Waiver shall be adjudged by any court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such adjudication shall not affect or modify any other provision of this Waiver, but the effect shall be confined to the provision as to which such adjudication is made.
- 15. This Agreement shall be construed in accordance with the laws of the State of Texas, in a County Court at Law or District Court in El Paso County, Texas. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns as applicable.

16. Copy the following statement in your own handwriting to signify understanding:

**I REALIZE THAT PARAGLIDING IS AN INHERENTLY DANGEROUS SPORT WHICH MAY RESULT IN MY INJURY OR DEATH.**

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**I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS AND INTEND THAT IT BE BINDING ON ME, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT. BY SIGNING THIS AGREEMENT, I INTEND TO WAIVE LEGAL RIGHTS AGAINST SWA ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.**

**PARENTS OR GUARDIANS OF PILOTS UNDER AGE 18 AND PILOT MUST SIGN THIS SECTION AND INITIAL ALL BLANKS ON PAGES ONE, TWO, AND THREE.**

**I AM THE PARENT OR GUARDIAN OF THE MINOR NAMED ABOVE. I HEREBY MAKE AND ENTER INTO EACH AND EVERY REPRESENTATION, WAIVER, RELEASE AND INDEMNITY DESCRIBED ABOVE ON BEHALF OF MYSELF, THE MINOR, AND ANY OTHER PARENT OR GUARDIAN OF THE MINOR. I INTEND TO GIVE UP MY RIGHT, THE MINOR’S RIGHT, AND THE RIGHT OF ANY OTHER PARENT OR GUARDIAN TO MAINTAIN ANY CLAIM OR SUIT AGAINST SWA ARISING OUT OF THE MINOR’S PARTICIPATION IN GLIDING OR USE OF GLIDING EQUIPMENT, OR PARTICIPATION IN ACTIVITIES SPONSORED BY SWA. I BELIEVE AND REPRESENT THAT I HAVE LEGAL AUTHORITY TO MAKE THESE WAIVERS AND RELEASES, AND I AGREE TO INDEMNIFY SWA FOR ALL LIABILITY ARISING OUT OF ANY LACK OF AUTHORITY ON MY PART TO MAKE SUCH WAIVERS AND RELEASES. IF I AM SIGNING ON BEHALF OF A MINOR CHILD, I REPRESENT AND WARRANT THAT I AM DOING SO WITH THE CONSENT AND APPROVAL OF MY SPOUSE (IF ANY) AND I UNDERSTAND THAT I AM ACKNOWLEDGING THE RISKS TO MY CHILD.**

You can get hurt by participating in Paragliding Activities and using the Gliding Equipment. If you do not wish to accept the risk of injury or death, then you may return this release unsigned and receive a full refund. If you have a medical condition that may affect your ability to safely participate in this sport, please consult your physician before engaging in this activity. **There are no refunds or exchanges for students who terminate their training program with us.**

In witness of my agreement to the foregoing, I execute this document this \_\_\_\_ day of

\_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Printed Name of Parent or Legal Guardian

**READ THE FOLLOWING AND THEN SIGN IN THE SPACE BELOW**

**Physical Requirements:** Anyone considering the sport of paragliding (PG) or foot launched powered paragliding (PPG) must be able to run at least (30) yards in (6) seconds or less and jump safely from a height of (3) feet. If this is not possible, train for wheeled powered paragliding ONLY. The inability to run briskly for short periods or jump from a height of (3) feet can result in serious injury including broken bones or brain injury. Pilots who are trim and routinely exercise will have less risk of injury and enjoy the sport more. If you are over the age of forty-five years, we recommend that you FIRST see a doctor and get approval before participating in this sport. Being overweight greatly increases your risk of injury or death.

**Mental Requirements:** Mental stability while paragliding is of critical importance. *A pilot must not ever lose self-control* (i.e. panic and/or become disoriented). Maintaining mental stability is essential for engaging in any activity like paragliding or hang gliding where panic or anything similar can lead to injury or death. The following extreme sports also require mental stability under extreme conditions: rock climbing, caving on rope, skydiving, and scuba diving below 30'. Paragliding is not the place to see how you do mentally. You will be alone in the air and your instructor will not be able to take over your aircraft. If you have difficulty determining which is your right or left when hearing a command, have someone drill you and see whether you can train yourself to instantly recognize which side is which. Getting your right or left side confused can be extremely dangerous while paragliding.

**Limited Time to Complete Training:** I agree to complete my training with Southwest Airports within an eight (8) week period. If for any reason (other than an operational failure of Southwest Airports or inclement weather) I fail to complete my training within this period, I agree to pay an additional amount equal to 50% of the original tuition in order to continue my training. If I fail to complete my training within a twelve (12) week period, I acknowledge that I am no longer enrolled in training at Southwest Airports.

**BEFORE A PARTICIPANT BEGINS TRAINING, WE MAY ASK HIM TO DEMONSTRATE THAT 1.) HE CAN RUN (30) YARDS IN (6) SECONDS OR LESS AND 2.) HE CAN SAFELY JUMP FROM A HEIGHT OF (3) FEET. DO NOT BE OFFENDED IF WE ASK YOU TO DO THIS! IF YOU HAVE ANY DOUBTS AS TO YOUR PHYSICAL CONDITION, DO NOT BEGIN TRAINING. RETURN THESE AGREEMENTS UNSIGNED AND TUTION ALREADY PAID, IF ANY, WILL BE REFUNDED.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Printed Name of Parent or Legal Guardian