

**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 Release of Liability, Waiver of Legal Rights and Assumption of Risk (this "*Waiver*") 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, contractors, employees, successors, and assigns, and the owners of any equipment or real/personal property utilized for paragliding activities (collectively "*SWA*" or the "Released Parties"), 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, harness, towing apparatus, reserve chute, 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, including, but not limited to, ground transportation to and/from Gliding sites (hereinafter collectively called "*Gliding*"), and, I hereby understand and agree to this 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** (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/death 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.

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.

I SWEAR AND AFFIRM THAT I AM OVER THE AGE OF 18 AND UNDER NO LEGAL DISABILITY.

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 Waiver unsigned and receive a full refund. If you have a medical condition that may affect your ability to safely participate in Gliding, 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

Printed Name of Participant

READ THE FOLLOWING AND THEN SIGN IN THE SPACE BELOW

Physical Requirements:

AGE: Minimum age required to train is 18. Maximum age is 70. However, if you are 46 or older, we may require your health professional to approve your participation in our training program.

ABILITY TO RUN: You must be able to run at least (30) yards in (6) seconds or less. If this is not possible, train for wheeled powered paragliding.

ABILITY TO JUMP & LAND SAFELY: You must be able to jump off a 3' ladder and land safely on the ground. Part of your training includes learning how to fall without injury.

WEIGHT: Student pilot weight minimum is 115 lb. Maximum weight is 200 lb. (190 lb. for tandem flights). If you are overweight for your height and build by more than 20%, this sport is not for you. Many of those wishing to train have lost the weight necessary. Being overweight greatly increases your risk of injury or death while flying a paraglider. If you are unusually tall, we may make an exception to the upper weight limit.

VISION: Your long distance vision must be good. You must be able to see clearly where you are going while flying. If you need glasses, be sure to have sports-type eyewear, such as "Rec-Specs", that will not accidentally fall off while flying.

LEFT-RIGHT DETERMINATION: If you have difficulty determining which is your right or left, have someone drill you and see whether you can train yourself to instantly recognize which side is which. Getting your right or left hand confused can be **EXTREMELY** dangerous while paragliding.

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: If I fail to complete my training within sixteen (16) weeks from the date above, I acknowledge that I am no longer enrolled in training at Southwest Airsports.

Signature of Participant

Printed Name of Participant

Date