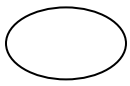


# INFORMED CONSENT, ASSUMPTION OF RISK, INDEMNITY, AND WAIVER OF LIABILITY

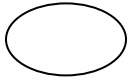
- **THIS IS A LEGAL CONTRACT BETWEEN** me, \_\_\_\_\_ and Southwestern Ontario Gliding Association (“SOGA”), a hang gliding club which includes both individually and collectively all pilots, instructors, employees, agents, ground crew, tug pilots, volunteers, equipment owners and operators. This contract also indemnifies Her Majesty the Queen in right of Canada, Frank Spoelstra, Alice Spoelstra, and any other landowners or leaseholders.
- **SIGNING THIS IS PART OF THE PRICE I AM PAYING** for being allowed to engage in hang gliding activities which include launching, flying, or landing a hang glider, as a pilot, passenger, assistant, or spectator, riding or driving the golf cart, or any other activity incidental to instruction or participation in the sport of hang gliding (which includes Paragliding). I will conduct myself in all respects and at all times in a responsible and safe manner so as to minimize the danger to my life and property, and that of others.
- **THERE IS NO INSURANCE and NO WARRANTY of fitness** for any purpose on any of the equipment used in the instruction or flights. I accept the equipment used in my flying activities “as is”. I acknowledge that my hang gliding activities are not covered by any personal accident or general liability insurance covering SOGA.
- **I KNOW AND ACCEPT THAT HANG GLIDING IS DANGEROUS.** I voluntarily accept all risks of participation in hang gliding activities, the dangers I know about, and those that I don’t; the dangers that are foreseeable and those that are not; even if caused in whole or in part by the action, inaction, or negligence of SOGA. I accept that no amount of care, caution, instruction, or expertise can eliminate all of the risks. I accept that as a result of the risks, I may be injured, my property may be damaged or destroyed, and I may even die.
- **I EXEMPT, RELEASE, and INDEMNIFY SOGA** from any and all liability, claims, demands, or causes of action arising from any property damage, bodily injury, or death as a result of hang gliding activities. No damages, compensation, or other award will be payable to me or my estate by SOGA either individually or collectively in respect of any loss, damage, injury, or death. I will not sue or start any type of action that directly or indirectly requires compensation or defence by SOGA. This is binding on my estate, heirs, survivors, assigns, executors, administrators, and legal representatives.
- **I ASSUME FULL AND SOLE FINANCIAL RESPONSIBILITY FOR ANY DAMAGES I MAY SUFFER OR CAUSE WHILE PARTICIPATING IN HANG GLIDING ACTIVITIES.** I waive \_\_\_\_\_

<sup>1</sup> Please initial in circles at each paragraph

and repudiate the protection of any law or legal principle that would limit the effect of this contract.

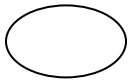


• I INDEMNIFY AND HOLD HARMLESS “SOGA” from any damages or losses caused to any other person resulting from my hang gliding activities.



• I AGREE that this consent, assumption of risk, indemnity, and waiver of liability remains in full force and effect so long as I continue to engage in hang gliding activities with SOGA or any related entity. This contract remains in full legal force indefinitely unless revoked in writing.

**THIS DOCUMENT IS EVIDENCE IN A COURT OF LAW**



- a) My signature on this document constitutes an **irrevocable admission of the facts stated herein.**
- b) This document is my own statement in every respect.
- c) I have made no statements to SOGA that conflict with, limit, or modify this contract, and SOGA has said nothing conflicting with this statement to me.
- d) I have had the unhurried opportunity to ask questions of SOGA, and have been given answers satisfactory to me.
- e) **I have had sufficient time to reflect and consider the full implications of entering into this contract.**
- f) I acknowledge that I either have had independent legal advice, or I have decided, after reflection, that I don't want independent legal advice before signing.
- g) Any legal issue arising from this contract shall be dealt with in the Ontario Superior Court of Justice in Kitchener/Waterloo. I attorn to the jurisdiction of that court.

SIGNED at Teviotdale, Ontario on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_) \_\_\_\_\_  
per SOGA Participant

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

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

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

Emergency Contact Name: \_\_\_\_\_

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

<sup>2</sup> Please initial in circles at each paragraph