

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND CONTRACT LIMITING LIABILITY

NOTE: READ THIS CAREFULLY! THIS DOCUMENT ELIMINATES YOUR RIGHT TO FILE A SUIT SHOULD YOU BE INJURED WHILE HANG GLIDING. IT ALSO LIMITS THE RIGHT OF ANY OTHER PERSON TO FILE A SUIT SHOULD YOU BE KILLED WHILE HANG GLIDING. IT IS EXTREMELY IMPORTANT THAT YOU UNDERSTAND THIS DOCUMENT FULLY AND RECOGNIZE THAT THIS WILL PREVENT YOU FROM EVER FILING SUIT OR COLLECTING ANY SUMS OF MONEY SHOULD YOU BE INJURED OR KILLED WHILE HANG GLIDING.

The undersigned applicant, in consideration for being granted membership in the Hawaiian Hang Gliding Association, and the use of all approved flying sites and facilities, and other advantages of membership in said Hawaiian Hang Gliding Association, hereby agrees to a waiver of liability, an assumption of risk, and hereby contracts and agrees on behalf of himself and his heirs, assigns, executors and administrators, forever, that no liability in any manner and of any nature shall exist on behalf of the Hawaiian Hang Gliding Association, or the United States Hang Gliding and Paragliding Association, or any members, officers, directors, or employees of either of these associations, for any damages or injuries which the undersigned or his heirs, assigns, executors and administrators may suffer as a result of applicant's activities, whether said activities constitute negligence or not, and further regardless of whether said activities were in violation of applicable local, state or federal regulations, or rules and regulations of the Hawaiian Hang Gliding Association or the United States Hang Gliding and Paragliding Association. Applicant further agrees, on behalf of himself, and his heirs, assigns, executors and administrators, forever, to a waiver of liability, assumption of risk, and contract limiting liability to Kamehameha Schools/Bishop Estate, and any additional landowner, manager, caretaker, lessee, governmental entity or government official aiding or providing flying sites or other facilities to the Hawaiian Hang Gliding Association and its members, and all such persons shall be held harmless for all injuries which may befall the undersigned engaging in the sport of hang gliding, and the undersigned further agrees that said waiver of liability and contract limiting liability is specifically in consideration and is specifically intended to allow and encourage such landowners, lessees, managers, caretakers, governmental entities and government officials, or any and all other persons to provide flying sites or other facilities to the Hawaiian Hang Gliding Association, and for allowing the use of said flying sites and facilities. The undersigned recognizes that the sport of hang gliding is not an exact science, and that but for the waiver of liability, assumption of risk and contract limiting liability, it would be difficult if not impossible for the Hawaiian Hang Gliding Association, its officers, directors, employees, or members to obtain flying sites and facilities for the use of persons desiring to engage in the sport of hang gliding, and this waiver of liability, assumption of risk, and contract limiting liability is specifically intended to allow the undersigned to participate in the sport of hang gliding to such an extent and at such locations and under such conditions as otherwise would be impossible were the existence of liability a factor. The undersigned specifically agrees that any person providing a flying site to the Hawaiian Hang Gliding Association is providing land for recreational use in order to obtain limited liability pursuant to Chapter 520 of the Hawai'i Revised Statutes, as amended. Applicant further agrees to waive any and all claims against the State of Hawaii and its respective officers, agents and employees, and agrees to defend, hold harmless and indemnify the State of Hawaii and its respective officers, agents and employees from any suits, actions and claims arising out of or in any way connected with hang gliding activities. The undersigned recognizes that in the event of a hang gliding accident, circumstances may exist which make it difficult if not impossible to determine the degree of fault, liability, negligence, lack of due care, or intentional misconduct of the pilot, and the undersigned agrees that in the event of such a situation, he shall be deemed to have been guilty of comparative negligence to the extent of fifty percent or greater, and of assumption of risk. The undersigned specifically recognizes that this waiver of liability, assumption of risk and contract limiting liability limits all legal rights which the undersigned and/or his parents, spouse, children or dependents may have pursuant to Chapter 663 of the Hawai'i Revised Statutes, and is made not only on behalf of himself, but on behalf of any person wholly or partially dependent on him. The undersigned specifically agrees and intends that this waiver of liability, assumption of risk and contract limiting liability shall not be construed or interpreted as inconsistent or in any way in contravention of any term or provision of the United States Hang Gliding and Paragliding Association membership "Release, Waiver and Assumption of Risk Agreement". The undersigned agrees and understands that this waiver of liability, assumption of risk and contract limiting liability is in addition to and not intended to replace any other agreements related to liability for hang gliding activities that the undersigned may have signed in the past or will sign in the future. To the extent that there is any conflict between such agreements, the undersigned intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law. The undersigned agrees that if any part, article, paragraph, sentence or clause of this waiver of liability, assumption of risk and contract limiting liability is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and that the remainder shall continue in full force and effect. The undersigned hereby certifies that he has read the above waiver of liability, assumption of risk, and contract limiting liability, that he understands the same and recognizes that the execution and enforcement of the same is necessary in order to promote the regulation and development of flying sites by the Hawaiian Hang Gliding Association, and the undersigned certifies, on behalf of himself, his heirs, assigns, executors and administrators, that he will in no way challenge, contradict, impeach or in any other way attempt to limit the terms of this waiver of liability, assumption of risk and contract limiting liability.

Pilot Signature _____

Date _____



Hawaiian Hang Gliding Association, Ltd.
45-015 Likeke Place
Kaneohe, HI 96744

APPLICATION FOR MEMBERSHIP INTO THE HAWAIIAN HANG GLIDING ASSOCIATION (HHA)

Annual membership dues: \$20

Please fill out this side and then sign the waiver on the back.

Name _____

Street _____

City _____ State _____ Zip _____

USHPA Number _____ Expiration Date _____

Home Phone _____ Cell Phone _____

Email _____

Person to notify in case of emergency

Name _____ Phone _____

Relationship _____

Received and approved by _____ Date _____

Signature of Board Member or other authorized member