

INFORMED CONSENT, ASSUMPTION OF RISK, AND WAIVER OF LIABILITY

THIS IS AN AGREEMENT BETWEEN me, _____, (print name) and **COLUMBIA VIEW HOMES LTD., (hereafter called CVH),** owner of the Parcel A, Sketch Plan 5055I, Part of Section 30, lying West of the Columbia River, Township 26, Range 21, W5M, Kootenay District, BC, PID # 016-533-097, located in Nicholson, BC and also known as the Nicholson Landing Zone, (hereafter called **The Land**).

SIGNING THIS WAIVER IS A REQUIREMENT THAT I MUST FULFILL IN ORDER THAT I MAY HAVE PERMISSION FROM THE LAND OWNERS FOR THE USE OF THE LAND FOR HANG GLIDING AND PARAGLIDING ACTIVITIES. Hang Gliding and Paragliding activities include launching, flying, ground handling or landing a Hang Glider or Paraglider as a pilot, passenger, assistant, or spectator, or any other activity incidental to the instruction or participation in the sport of Hang Gliding and Paragliding.

POSSESSION OF VALID INSURANCE FROM THE HANG GLIDING AND PARAGLIDING ASSOCIATION OF CANADA, (HPAC)

I understand and agree that to obtain permission for the use of The Land for Hang Gliding and Paragliding activities, CVH requires that **either** I have valid HPAC Insurance if I am a pilot, **or** if I am a student that the Hang Gliding/ Paragliding Company that I am receiving instruction from has valid HPAC insurance **or** if I am a passenger, that the Tandem Pilot who I am flying with is an HPAC rated instructor and has valid HPAC insurance.

HANG GLIDING AND PARAGLIDING CAN BE DANGEROUS, AND I FREELY AND VOLUNTARILY ASSUME ALL RISKS ARISING FROM MY ACCESS TO AND USE OF THE LAND

I freely acknowledge and I agree that the sport of Hang Gliding and Paragliding exposes participants to many risks and hazards, some from the nature of the sport itself: others from human error or negligence. I accept all risks of participation in Hang Gliding and Paragliding Activities, foreseeable or unforeseeable, known and unknown, even if caused in whole or in part by the action, inaction, or negligence of CVH. I accept that no amount of care, caution, instruction, or expertise can eliminate all of the risks on the part of persons who own the land upon which these activities take place or who allow or consent to or are involved in preparing, organizing and staging Hang gliding/ Paragliding programmes or activities. **I acknowledge and accept that as a result of the risks associated with Hang Gliding and Paragliding and using THE LAND for these activities, I may be seriously injured, my property may be damaged or destroyed, and I may even die.**

RELEASE OF LIABILITY

I _____ (print name), hereby acknowledge and agree that in consideration of being permitted to participate in Hang Gliding/Paragliding programmes or activities, I hereby agree to release and discharge Columbia View Homes Ltd., John R. McIsaac, Cathy-Anne David, and any other Owners and / or Lessors of the land who have granted permission for the use of the land for Hang Gliding/Paragliding programmes or activities, their officers, directors, representatives, employees, members, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as the Releasee) from all liability. I exempt, release, and indemnify CVH from any and all liability, claims, demands, or causes of action arising from any property damage or bodily injury of any kind, up to and including my death, as a result of my hang gliding / Paragliding activities.

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 programmes or activities or for the condition of land upon which I carry out such activities or for maintenance or condition of any roads or fences or structures on the lands which I may enter owned or leased by the Releasee.

Participant's initials _____
Witness' initials _____

COVENANT NOT TO SUE

Should I suffer loss of any sort, I agree not to sue or start any other type of legal action against the Releasee. This covenant not to sue binds my estate, heirs, survivors, assigns, executors, administrators, and legal representatives. I assume full and sole financial responsibility for any damages I may suffer while participating in Hang Gliding and Paragliding Activities.

INDEMNITY AGAINST THIRD PARTY CLAIMS

I agree to indemnify and hold harmless the Releasee from any damages or losses caused to third parties resulting from my Hang Gliding and Paragliding Activities.

CONTRACT DURATION

I agree that this contract shall remain in full force and effect so long as I continue to engage in Hang Gliding and Paragliding with the Releasees or any related entity. This contract remains in force indefinitely unless revoked in writing.

THIS DOCUMENT IS EVIDENCE IN COURT

- 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 the Releasee that conflict with this statement, and the Releasee has said nothing conflicting with this statement to me**
- D. I have had sufficient opportunity to read this entire document. I have carefully read this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement. I have understood it, and I freely and voluntarily agree to be bound by its terms.**
- E. I acknowledge that I either have had independent legal advice, or I waive the right to obtain independent legal advice before signing this agreement**
- F. I agree that the term Hang Gliding/Paragliding programmes or activities as used in this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement includes without limiting the generality of that term, the Hang Gliding/ Paragliding programmes and activities as well as all other competitions, fly-ins, training sessions, clinics, towing programs and events.**

Signed at _____, (City/Town), _____(Province) on the _____ day of _____, 200__

Signature of Participant: _____

Participant Name (Print Clearly):

Address of Participant (Print Clearly): _____
_____ Phone # _____

Signature of Witness: _____

Witness Name (Print Clearly):

Address of Witness (Print Clearly): _____
_____ Phone # _____