



USHGA MEMBERSHIP APPLICATION/RENEWAL FORM

United States Hang Gliding Association, Inc., PO Box 1330, Colorado Springs, CO 80901-1330

Phone 719-632-8300, Email ushga@ushga.org, Web www.ushga.org Effective Feb. 1, 2003

Attention Rogallo & Family Members: Membership is effective ONLY upon payment of dues, signing of the USHGA Release, Waiver and Assumption of Risk Agreement, and acceptance of your application by USHGA.

Name _____ Renewing Member's USHGA # _____

Address _____

City _____ State _____ Zip _____ Phone (____) _____

Sex (M/F) _____ Birth Date ____/____/____ Email Address _____

Membership Classes

(Choose Class & Division)

Rogallo Member

A voting membership, a subscription to *Hang Gliding and Paragliding* magazine, access to Pilot Proficiency, Instructor Certification and Insurance programs. **Rogallo Member must sign waiver.**

\$59 US (\$70 Non-US) \$ _____

- Hang Gliding division
- Paragliding division
- Both divisions

Rogallo Family Member

All the benefits of a Rogallo Member **except** for the subscription. To qualify for Rogallo Family Membership you **must** reside with a Rogallo Member*. **Rogallo Family Member must sign waiver.**

\$27 US and Non-US \$ _____

- Hang Gliding division
- Paragliding division
- Both divisions

*Rogallo Member information:

Last name _____

USHGA# _____

Non-Member Subscriptions

Magazine Subscription

Subscription to *Hang Gliding and Paragliding* magazine **without** a USHGA membership.

\$42 US (\$53 Non-US) \$ _____

Optional Magazine Mailing Services

Your membership or subscription includes 2nd Class magazine mail service. You have the option of choosing a faster mail service for an additional annual cost.

1st Class Mail Service \$34 US (\$42 Canada, \$52 Mexico)..... \$ _____

Air Mail Service \$96 Western Hemisphere (\$86 Europe, \$105 All others)..... \$ _____

Tax Deductible Contributions

USHGA General Fund – For the general use of USHGA..... \$ _____

United States Hang Gliding Foundation - www.ushgf.org

(The USHGA will match up to \$500 annually of your contribution ONLY when you join or renew.)

General Fund – General Foundation use..... \$ _____

Site Preservation Fund..... \$ _____

Safety and Education Fund..... \$ _____

Hang Gliding Competition Fund..... \$ _____

Women's Hang Gliding Competition Fund \$ _____

Paragliding Competition Fund \$ _____

Grand Total (all amounts in both columns)... \$ _____

Payment: Checks and Credit Cards accepted. International payments must be in U.S. Funds drawn on a U.S. bank. Any undefined overpayment less than \$5 will be treated as a donation to the USHGA General Fund.

Credit Card Type: VISA MasterCard American Express

Credit Card # _____ Expires: ____/____/____

Signature: _____ Date: ____/____/____

Email Preferences

By providing your email address you agree the USHGA may contact you about membership and flying-related issues. You may choose to opt-in to additional communications by checking the boxes below.

- Send me information about USHGA membership benefits, services or offers.
- Share my email address with hang gliding or paragliding related businesses so they can send me information or offers.
- Share my email address with USHGA members who are running for a regional director position in my region so they can communicate with me.

I have read, understand and agree to the Official USHGA Release, Waiver and Assumption of Risk Agreement and have signed it and provided it to the USHGA.

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits to be derived from membership in the USHGA, _____

(**Pilot**) and the parent or legal guardian of **Pilot** if **Pilot** is a minor, for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

A. DEFINITIONS - The following definitions apply to terms used in this Agreement:

1. **"PARTICIPATION IN THE SPORT"** means launching (and/or assisting another in launching), flying (whether as pilot in command or otherwise) and/or landing (including, but not limited to, crashing) a hang glider or paraglider.
2. **"SPORTS INJURIES"** means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Pilot** as a result of **Pilot's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any USHGA programs (for example: the Pilot Proficiency System). If **Pilot** is under 18 years of age, the term **"SPORTS INJURIES"** means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Pilot** as well as **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Pilot's** parents or legal guardians, as a result of **Pilot's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any USHGA programs.
3. **"RELEASED PARTIES"** means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
 - a) The United States Hang Gliding Association, a California Non-profit Corporation (USHGA);
 - b) Each of the person(s) sponsoring and/or participating in the administration of **Pilot's** proficiency rating(s);
 - c) Each of the hang gliding and/or paragliding organizations that are chapters of the USHGA;
 - d) The United States Of America and each of the city(ies), town(s), county(ies), State(s) and/or other political subdivisions or governmental agencies within whose jurisdictions **Pilot** launches, flies and/or lands;
 - e) Each of the property owners on or over whose property **Pilot** may launch, fly and/or land;
 - f) All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the site(s) where **Pilot PARTICIPATES IN THE SPORT**. "All persons involved" includes, but is not limited to, spectators, hang glider and/or paraglider pilots, powered ultralight pilots, assistants, drivers, instructors, observers, and owners of hang gliding and/or paragliding equipment; and
 - g) All other persons lawfully present at the site(s) during **Pilot's PARTICIPATION IN THE SPORT**.

B. I FOREVER RELEASE AND DISCHARGE the **RELEASED PARTIES** from any and all liabilities, claims, demands, or causes of action that I may hereafter have for **SPORTS INJURIES** however caused, even if caused by the negligence (whether active or passive) of any of the **RELEASED PARTIES** to the fullest extent allowed by law.

C. I WILL NOT SUE OR MAKE A CLAIM against any of the **RELEASED PARTIES** for loss or damage on account of **SPORTS INJURIES**. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorneys' fees and costs of the **RELEASED PARTIES**.

D. I AGREE THAT this **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of California. All disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in the State of California, U.S.A. to the exclusion of the Courts of any other State or Country.

E. SEVERABILITY If any part, article, paragraph, sentence or clause of this Agreement 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 the remainder of the Agreement shall continue in full force and effect.

F. CONSTRUCTION. This agreement shall apply to any and all **SPORTS INJURIES** occurring at any time after the execution of this agreement. This agreement is in addition to and is not intended to replace any other agreements related to liability for **SPORTS INJURIES** that **Pilot** may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, **Pilot** intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.

G. I REPRESENT THAT Pilot is at least 18 years of age, or, that I am the parent or legal guardian of **Pilot** and am making this agreement on behalf of myself and **Pilot**. If I am the parent or legal guardian of **Pilot**, **I AGREE TO INDEMNIFY AND REIMBURSE** the **RELEASED PARTIES** for their defense and indemnity from any claim or liability in the event that **Pilot** suffers **SPORTS INJURIES** as a result of **Pilot's PARTICIPATION IN THE SPORT**, even if caused in whole or in part by the negligence (whether active or passive) of any of the **RELEASED PARTIES** to the fullest extent allowed by law.

H. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN HANG GLIDING AND/OR PARAGLIDING, AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS AGREEMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY ME IN CONNECTION WITH HANG GLIDING/PARAGLIDING.

WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING!

Pilot's Signature

_____/_____/_____
Date

Pilot's USHGA Number

Signature of Pilot's Parent or Legal Guardian if Pilot under 18 years of age

_____/_____/_____
Date

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