

**CAUTION: SIGNING THIS FORM REDUCES OR ELIMINATES
SOME OR ALL OF YOUR LEGAL RIGHTS**

**WAIVER OF CLAIMS, ASSUMPTION OF LIABILITY, AND INDEMNITY
AGREEMENT**

I hereby apply for entry as a competitor in the *(insert name of competition)* _____ soaring competition to be held *(dates of competition, including practice)* _____ at *(location - city & state)* _____, and I agree, upon acceptance of this registration for and entry in the competition, to abide by all of the rules and regulations applicable to the aforementioned competition.

I UNDERSTAND THAT PARTICIPATION IN GLIDING AND SOARING ACTIVITIES, BOTH IN THE AIR AND ON THE GROUND, IS OR MAY BE HAZARDOUS AND MAY RESULT IN ACCIDENT, INJURY, DEATH, OR PROPERTY DAMAGE AND I HEREBY VOLUNTARILY ACCEPT SUCH HAZARD AND RESULT.

For the purposes of this entry form and registration for the aforementioned soaring competition, including the waiver of claims, assumption of liability, and giving the indemnity herein, "The SSA" means The Soaring Society of America, Inc., and its directors, officers, employees, agents, representatives, contractors, and premises, or any of them.

WAIVER OF CLAIMS

In consideration of acceptance of this entry and being granted the benefits of such entry, which consideration I acknowledge is valuable and is sufficient to induce me to submit this request for entry as a competitor, **I, FOR MYSELF, AND ON BEHALF OF MY EXECUTORS, ADMINISTRATORS, HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, GIVE UP FOREVER ANY AND ALL CLAIMS OF ANY NATURE, TO INCLUDE BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURIES TO MYSELF OR MY OWN DEATH, OR PROPERTY DAMAGE, WHICH I MAY HAVE NOW OR HAVE IN THE FUTURE AGAINST *(insert legal name of contest organization below)***

_____,
THE SSA, AND EACH OF THEM AND THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS, OR ASSIGNS (HEREAFTER KNOWN AS "THE RELEASED PARTIES") THAT ARISE FROM OR ARE CONNECTED IN ANY WAY, WHETHER DIRECTLY OR INDIRECTLY, WITH THE AFOREMENTIONED SOARING COMPETITION.

THIS WAIVER INCLUDES ANY CLAIM AGAINST THE SSA AND ANY OF THE OTHER RELEASED PARTIES NAMED ABOVE ARISING FROM THEIR OWN NEGLIGENCE OR THE NEGLIGENCE OF ANY OF THE OTHER RELEASED PARTIES.

I fully understand and agree that **I am waiving any claim of any nature which I may have by virtue of any act of negligence** arising in the future by any commission or omission of any of the Released Parties, and that the consideration for this waiver is the permission by the sponsoring or presenting bodies of the aforementioned competition allowing me to compete in the said competition and that such permission is being granted me in reliance upon this Waiver of Claims, Assumption of Liability, and Indemnity Agreement (together, this "Agreement") as set forth in this entry form.

ASSUMPTION OF LIABILITY

I further agree to assume full responsibility for and to hold the aforementioned entities and persons free and harmless from any and all legal obligations for damages to personal property owned by, or injuries or death suffered by any spectator or contestant or personnel of the aforementioned entities, or by any other person or entity that may be caused, directly or indirectly, in whole or in part, by the negligence or other wrongful conduct of either myself or any member of my crew during the course of the above-named soaring competition; provided, however, that to the extent of any valid and collectible liability insurance otherwise applicable to the participation of myself or any member of my crew in the aforementioned competition, if such insurance excludes coverage as to liability assumed by me under any contract or agreement, then, in that event and to that extent only, it is expressly understood and agreed that I assume no liability by virtue of this agreement (including any indemnity I provide by this Agreement) that I would not have in the absence of this Agreement.

INDEMNITY AGREEMENT

I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FES, FOR INJURY OR DEATH TO ANY PERSON OR PERSONS, OR INJURY TO PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ARISING OUT OF OR OCCASIONED BY, WHETHER DIRECTLY OR INDIRECTLY, THE PARTICIPATION OF MYSELF OR MY CREW IN THE AFOREMENTIONED SOARING COMPETITION, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF ANY OR ALL OF THE RELEASED PARTIES.

LIMITATION ON ASSUMPTION OF LIABILITY AND INDEMNITY

It is the expressed intention of the parties to this Agreement that my Assumption of Liability and the Indemnity provided for in this Agreement are extended by me to indemnify and protect the Released Parties from the consequences of their own negligent acts and omissions. However, the provisions of this Agreement pertaining to my Assumption of Liability and my agreement to Indemnify the Released Parties shall apply only when one or more negligent or wrongful acts by myself or my crew, individually or in combination, is determined to be at least 50% responsible for any resulting injury, death or damage. In the event that negligent or wrongful acts by myself or my crew are determined to be less than 50% responsible for any resulting injury, death or damage, then my obligation to assume the risk, to indemnify the Released Parties and to contribute to any recovery by any injured party shall be limited to the obligations imposed upon

Pilot Name	Contest No.
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me by the laws of the jurisdiction whose laws are determined to be applicable to the incident in question.

CAUTION ABOUT POSSIBLE EXCLUSION OF INSURANCE COVERAGE

Many health plans and insurance policies exclude coverage for claims arising from the operation of non-public transport aircraft, including sailplanes and/or aircraft with an experimental airworthiness certificates. If relevant, check your plan or policy.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THE WHOLE OF THIS FORM AND I HEREBY ACCEPT AND AGREE TO ALL OF THE TERMS, CONDITIONS AND RELEASES STATED HEREIN AS A CONDITION FOR ENTRY IN THIS SOARING COMPETITION.

SIGNED this _____ day of _____, 20____.

Signature of Pilot

Witness Signature

Name of Pilot (printed)

Name of Witness (printed)

Address (Street Address)

Witness Address (Street Address)

Address (City & State)

Witness Address (City and State)

SIGNATURE OF SAILPLANE OWNER

(To be completed if the pilot is not the owner of the sailplane.) I represent that I am the owner of the sailplane whose registration number is _____. I hereby accept and agree to all of the terms of the waiver, assumption of liability, and indemnity agreement above, ***including the provisions regarding waiver of claims based on the negligence of any of the Released Parties.***

Signature

Name of Sailplane Owner (printed)

Address (Street Address)

Address (City and State)

Date

Pilot Name

Contest No.

PERMISSION OF PARENT OR GUARDIAN AND WAIVER OF CLAIMS

(Must be completed if the pilot will be a minor on the earliest scheduled competition or practice day.) I, the parent/guardian of the above-named pilot, do hereby join with said pilot in the above **WAIVER** of claims, assumption of liability, and indemnity agreement and do hereby certify that I have read the rules and regulations of the aforementioned competition and accept the same without reservation, and do hereby grant my permission to the aforementioned pilot to participate therein.

By signing this Permission and **WAIVER OF CLAIMS** I acknowledge that I am **WAIVING** any claims that I might have by virtue of the **NEGLIGENCE** of any of the Released Parties listed above, including claims on my own behalf as well as claims on behalf of the above-named pilot in both his own capacity and in my capacity as a parent, guardian, legal representative and heir of said pilot.

Signature

Name of Parent or Guardian (printed)

Address (Street Address)

Address (City and State)

Date