

Wuesthoff Property (Inklers Point)
RELEASE OF LIABILITY WAIVER

NAME _____ DATE OF BIRTH _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ USHPA# _____

PHONE(S) _____ USHPA Exp. Date _____

EMAIL: _____

IN CASE OF ACCIDENT, NOTIFY _____

PHONE(S) _____ RELATIONSHIP _____

In consideration for being permitted to utilize the property of the Wuesthoff Family for recreational purposes contemplated by RCW 4.24.210 and to engage in the activities described below, I hereby agree as follows:

1. Activities and Associated Risks: I have chosen to spectate and/or participate in the following activity: the sport of hang gliding, paragliding, and related activities (hereinafter collectively referred to as "Activities").

HANG GLIDING AND PARAGLIDING ARE DANGEROUS SPORTS, WHICH MAY RESULT IN SEVERE INJURY OR DEATH. ADHERENCE TO FLYING SITE RULES AND GUIDELINES SHOULD NOT IN ANY WAY BE CONSTRUED BY PILOTS OR OTHER GUESTS TO GUARANTEE THEIR SAFETY. THE PILOT/GUEST UNDERSTANDS THE RISKS AND ASSUMES ALL LIABILITY FOR ACCIDENTS THAT MAY OCCUR, AND EXPRESSLY INDEMNIFIES AND HOLDS HARMLESS THE WUESTHOFF FAMILY FROM ALL LIABILITY, CLAIMS, DEMANDS, OR CAUSES OF ACTION, INCLUDING ANY CLAIMS CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES.

I understand that:

- o these activities are hazardous, and I may be exposed to inherent dangers and hazards, including but not limited to some of the following: unpredictable winds, lightning, hypothermia, hostile or aggressive wildlife, venomous or disease-carrying animals or insects, communicable diseases, exposure to allergens which could cause life-threatening reactions, drowning, death, falls, fractures, concussions, dangerous or unanticipated weather, overexertion, overheating, injuries from my lack of fitness or conditioning, equipment failures, or my failure to wear protective gear, and negligence of others;
- o as a consequence of these risks and other risks associated with the Activities that may not be listed here, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged;
- o hospital facilities, qualified medical care, and emergency medical evacuation may be delayed, limited, or unavailable during portions of the activities; and
- o the Wuesthoff Family assumes no responsibility for providing medical care during the activities, and I will have to pay for any medical care and/or evacuation that I incur.

2. Assumption of the Risks: I hereby freely assume the inherent risks as well as any other risks not listed that are part of these Activities, and any harm, injury, illness, or loss that may occur to me or my property as a result of my participation in the Activities or during any transportation to or from the Activities—including any injury,

illness, or loss caused by the negligence of the Wuesthoff family, its employees, agents and officers, its contractors, and other Activities participants.

3. Release of Liability: I hereby RELEASE the WUESTHOFF FAMILY, its employees, agents, officers, and contractors, land owners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties”) FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, illness, death, loss or harm that occur to me or to any other person or to any property during the Activities or in any way related to the Activities, including during transportation to or from the Activities. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims that Washington law does not permit to be released by Agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activities or are related in any way to the Activities.

4. Indemnification, Hold Harmless, and Defense: I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this Agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activities. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney’s fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this Agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. Severability: I agree that the purpose of this Agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Washington law. I agree that if any portion or provision of this Agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Agreement.

6. Applicable Law and Forum: This Agreement shall be construed in accordance with the laws of the state of Washington, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activities shall be brought only in the Superior Court of Stevens County, Washington or in the U.S. District Court for the Eastern District of Washington, and I agree to the jurisdiction and venue of those courts for any such dispute.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Signature _____ Date: _____

Deliver in person to a member of Mountain Air Soaring Association or mail to:
Mountain Air Soaring Association
401 S Park Street, STE 161
Chewelah, WA 99109