

Acknowledgement of Risk

Cautionary Statement

Read each section of this document carefully and thoroughly before signing or initialling your name. Choosing to sign this waiver results in you giving up certain rights to bring legal action against 1992380 Ontario Inc operating as Powered Paragliding Ontario its; heirs and assigns, the owners and manufacturers of any equipment used and the owners of any property utilized for paragliding and powered paragliding activities, and all booking agents (herein referred to as "The School") for and from any property damage, personal injuries or death that you may suffer as a result of the training, equipment or supervision provided in connection with powered paragliding activities.

I have read and clearly understood the cautionary statement above.

► Print Your Name Here _____ ► Sign Here _____

In consideration of "The School" allowing: ► Print Your Name Here _____

herein referred to as "The Participant" to utilize facilities and participate in powered paragliding and its associated activities, it is agreed to that:

1. ASSUMPTION OF RISK

The participant is fully aware that powered paragliding and all associated activities are calculated risk sports and contain inherent risks and dangers, including those of serious injury or death. The participant knows and understands the scope, nature and extent of the risks involved in the activities contemplated by this agreement. The participant knows that self-inflating wings and ascending parachutes sometimes appear to malfunction when they are properly designed, manufactured, assembled, maintained and used due to turbulent winds. The result of such loss of airfoil shape may be serious injury or death.

The participant acknowledges that powered paragliding flight involves travel in three (3) dimensions and that such activity is subject to mishap, injury and possibly even death. The participant voluntarily and freely chooses to incur and any and all such risks and dangers.

Powered Paragliding is a dangerous sport.

► _____ **INITIAL IF YOU UNDERSTAND AND AGREE**

2. EXEMPTION FROM LIABILITY

The Participant hereby fully and forever discharges and releases The School from any and all liability, claims, demands, actions and causes of action whatsoever arising out of any damages both in law and equity, in any way resulting from personal injuries, conscious suffering, death, or property damages sustained by the Participant arising from our training, power paraglide flights, or any other vehicular or equipment operation, parachute or otherwise, or any other device of The School while on the ground or in flight, or while participating in any of the activities contemplated by this release. The exemption of liability includes loss, damage, injury or death resulting from negligence of The School or any other cause or causes.

YOU PROMISE NOT TO HOLD US RESPONSIBLE FOR YOUR INJURIES OR DAMAGES.

► _____ **INITIAL IF YOU UNDERSTAND AND AGREE**

3. COVENANT NOT TO SUE

The Participant agrees for himself and his/her heirs executors, or administrators not to institute any suit or action at law or otherwise, against The School, nor to initiate or assist the prosecution of any claims for damages or course of a action which the the Participant heirs executors, administrators hereafter may have by reason of injury to the person of the the Participant or to his/her property arising from the activities contemplated by this agreement, if married the Participant executes this agreement on behalf of him/herself, spouse and the marital community which they compose.

YOU PROMISE NOT TO SUE US OR ASSIT ANYONE ELSE TO SUE US.

► _____ **INITIAL IF YOU UNDERSTAND AND AGREE**

The Participant agrees for him/herself and his/her executors, administrators or assigns to indemnify and hold harmless The School from any and all losses, claims, actions, or proceedings of any kind which may be initiated by The Participant and /or any other person or organization. This includes reimbursement of all legal costs and reasonable counsel fees incurred by The Participant, The School, and indemnified parties, or any of them, for the defence of any such action which may hereafter arise directly or indirectly from activities of The Participant while engaged in the activities contemplated by this agreement.

YOU AGREE TO PAY OUR COSTS FOR ANY LAWSUIT BROUGHT ON YOUR BEHALF.

► _____ **INITIAL IF YOU UNDERSTAND AND AGREE**

5. CONTINUATION OF OBLIGATION

The Participant agrees and acknowledges that the terms and conditions of the above provisions, including ASSUMPTION OF RISK, EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT shall continue in full force and effect at all times, and shall be binding upon heirs, executors, administrators or assigns, of The Participant or his/her estate.

THIS CONTRACT IS IN EFFECT NOW AND AT ANY TIME IN THE FUTURE

► _____ **INITIAL IF YOU UNDERSTAND AND AGREE**

6. DISCLAIMER

The price of this instruction includes a discount for consideration that The School does not provide any insurance, either medical or liability for any incident which may arise as a result of participation in any phase of powered paragliding. Powered Paragliding equipment is rented to the user without warranties expressed or implied. This equipment is specifically not warranted as being merchantable. Powered Paragliding training programs are not licensed by any governmental authority. Persons associated with The School may have membership in or association with various national or international forma and informal groups who have various training procedures to which me may or may not adhere. The School is the sole proponent of our program.

The participant warrants that he/she is physically fit, mentally alert, competent to enter into this agreement, and has provided for himself/herself, including accidental disability and/or health insurance as he/she deems appropriate.

NO MEDICAL OR LIABILITY INSURANCE OR OTHER TYPE OF INSURANCE IS PROVIDED FOR THE PARTICIPANT.

► _____ **INITIAL IF YOU UNDERSTAND AND AGREE**

7. TERMS OF USE OF EQUIPMENT AND INSTRUCTION

I agree to pay for all damages to or loss of equipment belonging to or obtained from The School resulting from my use whether damage is intentional or unavoidable.

Damage to school equipment - replacement cost schedule:

Broken prop - wood	\$330.00
Chipped or cracked wooden prop - repair possible	\$ 150.00
Bent cage or frame – field repair possible	\$ 150.00
Bent cage or frame rendering paramotor unusable	\$ 500.00
Broken cage netting RS ULTRA - one cage section	\$ 75.00
Broken cage netting - Miniplane	\$160.00
Cracked frame rendering paramotor unusable	\$ 700.00
Significantly dented cage/frame	\$ 150.00
Significantly scratched paint	\$ 50.00
Broken cage – beyond repair	\$ 250.00
Completely destroyed cage and frame	\$ 2,000.00
Broken paraglider line	\$ 30.00
Simple rip in canopy not involving stitching less than 6 inches	\$ 300.00
Simple rip in canopy more than 6 inches not involving stitching	\$ 400.00
Rip in canopy involving stitching	\$ 600.00
Rip in canopy involving stitching and inner ribs	\$ 1,000.00

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8. SAFETY DEPOSIT FOR RENTAL EQUIPMENT

All students planning to use our flight equipment will be required to pre authorize VISA or MC for \$ 1000 Cad Those without VISA or MC will have to provide \$ 1000 in cash or \$ 1000 certified cheque or money order. Preauthorized MC or VISA slip, \$ 1000 cash or cheque or money order will be returned at the end of the course or upon request.

► _____ **INITIAL IF YOU UNDERSTAND AND AGREE**

9. I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act. The Participant assured The School of his/her medical fitness and is aware of any current medical conditions of flight which utilizes a parachute-type airfoil as its main airfoil.

► _____ **INITIAL IF YOU UNDERSTAND AND AGREE**

10. The participant expressly recognizes that this agreement and release of liability is a binding contract pursuant to which he/she has released all claims against the released parties resulting from participating in powered paragliding and related activities; it is not mere recital.

► _____ **INITIAL IF YOU UNDERSTAND AND AGREE**

11. OTHER CONSIDERATIONS

1. The possibility of training depends on weather and can spread over many weeks or months if you can only train on weekends and/or your schedule is not flexible.
2. The amount of flights one will achieve is also estimated. There is a slight possibility that you will only manage several flights if your skills are below average and will need to pay more to complete the 30 flights requirement.
3. Learning how to fly foot launched PPG is quite demanding and requires good level of coordination and fitness. To complete 30 flight and total 5 hrs of flight time is a serious undertaking.
4. Charges are per hour per person – min charge per trip to the field is 2 hrs
5. PPG course fee is non transferable and non refundable – any credit left on the account can be applied to flying for pleasure or to purchase PPG equipment sold by Rier Limited
6. All prices are cash discounted. If you wish to use VISA or MC I will add 3.5 % to your total bill
7. Any unused training hours or credits on your account will expire after 1 year of inactivity
8. Training sessions cancelled less then 24 hrs in advance will be charged 1 hr
9. All sales of equipment are final – no returns
10. It is the participant's responsibility to arrange and have third party liability insurance through Marsh Silver Wings plan
11. We will not fly in wind over 20 km/h
12. After 6 months of inactivity student who did not solo, must pass the Pstar exam again
13. The training fields I use are for training only – you will have to secure your own place/s to fly from
14. Shop rate for repairs is \$ 75 per hour 1 hr minimum charge
15. If any anything unexpected happens such as sickness of the instructor, equipment break down, temporary loss of field access, training will be put on hold until the issue is resolved.
16. Course pricing is held for 1 year. Purchase of training time after 1 year will reflect current course price

► _____ **INITIAL IF YOU UNDERSTAND AND AGREE**

12. FLYING SAFETY POLICY

The school makes every possible effort to ensure the safety of all students, but it must be understood that due its characteristics, high adventure activities involve risk and are inherently dangerous relative to other recreational activities. The school asks you to consider these facts when deciding whether or not to engage in these activities. The course is physically demanding, you should be in reasonably good physical condition. The school reserves the right to limit or fully exclude any student's activities if it is deemed necessary, as to ensure their safety or the safety of other students or pilots. The school will make all final decisions. Every student is required to sign a release of liability waiver prior to course participation.

► _____ **INITIAL IF YOU UNDERSTAND AND AGREE**

13. REFUND POLICY

If cancelled more then 3 months in advance – we will refund of 90 % deposit

If cancelled more then 1 month in advance – we will refund of 50 % deposit

If cancelled less then 1 month in advance or no show – no refund

If you quit during training or not be able to continue for whatever reason – no refund

► _____ **INITIAL IF YOU UNDERSTAND AND AGREE**

14. COPY the following statement to signify understanding with your own handwriting:

I REALIZE THAT POWERED PARAGLIDING IS AN INHERENTLY DANGEROUS SPORT WHICH MAY RESULT IN MY INJURY OR DEATH.

15. YOU AGREE THAT YOU HAVE NOT USED DRUGS OR ALCOHOL FOR 12 HOURS

► _____ **INITIAL IF YOU UNDERSTAND AND AGREE**

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS CONTENT AND IMPLICATIONS, AND SIGN IT OF MY OWN FREE WILL.

In witness of my agreement to the foregoing, I executed this document in St. Catharines, Ontario, on this

_____ (day) of _____ (month), 20____ ► **Signature** _____

ATTESTED TO AND MADE A PART OF THE ABOVE AGREEMENT AND RELEASE OF LIABILITY BY: THE STUDENT'S AFFIXED HEREON:

► **WITNESS (PRINT NAME):** _____

DATE: _____ **SIGNATURE** _____

Participant's/Student's Name: _____

Address: _____

City: _____ **Postal Code:** _____ **Cell phone:** _____

Phone: (_____) _____ **Email:** _____

In case of an emergency, notify: _____

Phone: _____ **Cell phone** _____ **Relationship** _____