



2015 PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

Name of SOSA MEMBER*

First

Last

SOSA Number *

I hereby accept all the responsibilities of Membership in SOSA Gliding Club, and I agree to abide by and obey all the by-laws, rules and operating regulations of the Club. I acknowledge and understand that I am responsible for all charges on my account.

In consideration of the services of the SOSA GLIDING CLUB, its members, agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SOSA"), I hereby agree to release, indemnify, and discharge SOSA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative(s) and estate as follows;

1. I acknowledge that my participation in gliding/soaring and all activities related to gliding/soaring entails both known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated. The risks include, but are not limited to: hazards associated with both unpowered and powered aircraft as well as ground equipment related to both flying and non-flying activities; hazards from the action(s) or inaction(s) of others associated with both unpowered and powered aircraft as well as ground equipment related to both flying and non-flying activities; my own physical condition and the physical exertion and mental stresses associated with these activities; the forces of nature, including lightning, weather changes and lack of visibility.

In addition to these ongoing general risks, I also understand that specific aircraft present specific risks and it is my responsibility to become informed regarding the risks and responsibilities associated with each type of aircraft at SOSA.

2. I expressly agree and promise to accept and assume all of the risks existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in them in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SOSA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SOSA's equipment or facilities, including any such Claims which allege negligent acts or omissions of SOSA.

4. Should SOSA or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury, rescue costs or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or rescue cost or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in these activities, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against SOSA, I agree to do so solely in Hamilton, in the province of Ontario, Canada and I further agree that the substantive law of that province shall apply in that action without regard to the conflict of law rules of that province.

7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in these activities, I may be found by a court of law to have waived my right to maintain a lawsuit against SOSA on the basis of any claim from which I have released SOSA herein.

- I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. *
- I agree that the release form is a condition of my membership and I will complete and sign the required form before participating in any club activity *

Signature

Date

Printed

Participant age * Under 18 years old

PARENTS OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of the Minor listed above being permitted by SOSA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SOSA from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I also agree to pay all charges and fees incurred by the Minor for whom I am legally responsible.

Choose: Parent Guardian

Parent or Legal Guardian's name

Signature

Date

Printed