



Caring for Your Coast

Gary Jones
Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

Brock Ladewig
Deputy Director

RULES FOR PERSONAL RECREATIONAL HANG GLIDING

I, _____, hereby acknowledge the following rules and
PRINT NAME

regulations necessary to participate in and perform personal recreational hang gliding (Hang Gliding) at the area designated for hang gliding adjacent to the Dockweiler State Beach Bluff Parking Lot, 12501 Vista del Mar, Los Angeles, California (Glider Port). I also understand that my failure to abide by the following rules and regulations, including any additional requirements that may be imposed upon me by Los Angeles County may result in my hang-gliding privileges being suspended or revoked:

- A. Hang Gliding shall only occur on days when the neighboring, onsite concession business is closed;
- B. Hang Gliding shall only occur during daylight hours (i.e., post sunrise and before sunset);
- C. Hang Gliding shall only occur on or from the Glider Port; and
- D. My participation in Hang Gliding on or from the Glider Port may occur **only after** I have fully executed the Waiver of Liability, Assumption of Risks, and Indemnity Agreement, below.

Signature of Participant

Date

WAIVER OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

1. **Waiver:** In consideration of my being hereby granted the privilege of participating in personal recreational hang gliding at the area designated for hang gliding (Glider Port) adjacent to the Dockweiler State Beach Bluff Parking Lot, 12501 Vista del Mar, Los Angeles, California (The Activity), I, the undersigned, for myself, my heirs, personal representatives, and assigns, **do hereby release, waive, discharge, and covenant not to sue** the County of Los Angeles and/or its Special Districts, elected and appointed officers, employees, and agents (collectively and separately, County) from and for liability for any and all claims (excepting those due to County's gross negligence or willful misconduct) resulting from personal injury, accidents or illnesses (including death), and property loss resulting from or connected to my participation in The Activity.

INITIALS



2. **Assumption of Risks.** I HEREBY ACKNOWLEDGE that participation in The Activity carries with it certain inherent risks that cannot be eliminated, regardless of the care taken to avoid injuries. The specific risks vary, but include without limitation: (a) **minor injuries**, such as scratches, bruises, sprains, and embarrassment; (b) **major injuries**, such as joint or back injuries and heart attacks; and, (c) **catastrophic injuries**, including without limitation paralysis and death.

I HAVE READ THE PREVIOUS PARAGRAPH, AND I KNOW, UNDERSTAND, AND APPRECIATE THESE AND OTHER RISKS THAT ARE INHERENT IN THE ACTIVITY. I HEREBY ASSERT THAT MY PARTICIPATION IN THE ACTIVITY IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.

INITIALS

3. **Indemnification.** I agree to indemnify, defend, and hold County harmless from and against any and all claims, actions, suits, procedures, damages, and liabilities, and to reimburse County for all fees, costs, and expenses, including without limitation attorney and expert witness fees, brought and/or incurred as a result of, or connected with, my involvement in The Activity.

INITIALS

4. **Severability.** I expressly agree that this Waiver of Liability, Assumption of Risks, and Indemnity Agreement (Agreement) is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

INITIALS

5. **Acknowledgment of Understanding.** I have read this Agreement, I fully understand its terms, and I understand that I am giving up substantial rights, including my right to sue. I acknowledge and confirm that I am signing this Agreement freely and voluntarily, and intend by my signature, below, to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant

Date

Accepted and Agreed:

COUNTY OF LOS ANGELES

GARY JONES, DIRECTOR (or Authorized Representative)
DEPARTMENT OF BEACHES AND HARBORS

BY: _____

Name: _____

Title: _____