



## Membership Application!

# 2014!

Name: \_\_\_\_\_ ("Pilot") Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Mobile Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

USHPA #: \_\_\_\_\_ Expiration: \_\_\_\_/\_\_\_\_/\_\_\_\_ Pilot Ratings: Hang Glider \_\_\_\_ Paraglider \_\_\_\_

Dues & Fees	Rate	Amount Due
AFFA — Austin Free Flight Association General Membership	\$10/year	<b>\$10.00</b>
AFFTIG — Towing Interest Group	\$50.00/yr	+
<b>CONTRIBUTIONS*</b> <small>*Sorry, not tax deductible, but greatly appreciated!</small>	***	+
	<b>TOTAL DUE</b>	<b>=</b>

This Austin Free Flight Association Membership Application will not be considered valid until this Application and the "Release, Waiver and Assumption of Risk Agreement" is executed by the pilot and accepted by an Austin Free Flight Association officer, and all dues & fees payable are paid. Further, Pilot agrees to abide by and report violations of all Austin Free Flight Association bylaws and rules. Failure to follow the bylaws and rules may result in revocation of all membership rights without refund. Annual memberships expire at end of the calendar year.

**Mail to:** Austin Free Flight Association, 1806 Lobelia Dr, Cedar Park, TX 78613

Make checks payable to Austin Free Flight Association, or pay by PayPal at [paypal@austinfreeflight.org](mailto:paypal@austinfreeflight.org)

Please email the treasurer, Mark Carlson, [carlsonmjc@att.net](mailto:carlsonmjc@att.net) to expect payment.

**Registration is not complete until this form and waiver (both signed) and payment are received.**

\_\_\_\_\_  
Pilot's Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Pilot's Parent or Legal Guardian if Pilot under 18 years of age

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

# RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT !

In consideration of the benefits to be derived from membership in the USHPA, the undersigned pilot (**Pilot**) (and the parent or legal guardian of **Pilot** if **Pilot** is a minor), for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

**A. DEFINITIONS** - The following definitions apply to terms used in this Agreement:

1. "**PARTICIPATION IN THE SPORT**" means launching (and/or assisting another in launching), flying (whether as pilot in command or otherwise) and/or landing (including, but not limited to, crashing) a hang glider or paraglider,
2. "**SPORTS INJURIES**" means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Pilot** as a result of **Pilot's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any USHPA programs (for example: the Pilot Proficiency System). If **Pilot** is under 18 years of age, the term **SPORTS INJURIES**" means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Pilot** as well as **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Pilot's** parents or legal guardians, as a result of **Pilot's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any USHPA programs.
3. "**RELEASED PARTIES**" means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, subBcontractors, lessors and lessees:
  - a) The United States Hang Gliding and Paragliding Association, a California NonBprofit Corporation (USHPA);
  - b) Each of the person(s) sponsoring and/or participating in the administration of **Pilot's** proficiency rating(s);
  - c) Each of the hang gliding and/or paragliding organizations that are chapters of the USHPA;
  - d) The United States Of America and each of the city(ies), town(s), county(ies), State(s) and/or other political subdivisions or governmental agencies within whose jurisdictions **Pilot** launches, flies and/or lands;
  - e) Each of the property owners on or over whose property **Pilot** may launch, fly and/or land;
  - f) All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the site(s) where **Pilot PARTICIPATES IN THE SPORT**. "All persons involved" includes, but is not limited to, spectators, hang glider and/or paraglider pilots, powered ultralight pilots, assistants, drivers, instructors, observers, and owners of hang gliding and/or paragliding equipment; and
  - g) All other persons lawfully present at the site(s) during **Pilot's PARTICIPATION IN THE SPORT**.

**B. I FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I MAY HEREAFTER HAVE FOR SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF ANY OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.**

**C. I WILL NOT SUE OR MAKE A CLAIM** against any of the **RELEASED PARTIES** for loss or damage on account of **SPORTS INJURIES**. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorneys' fees and costs of the **RELEASED PARTIES**.

**D. I AGREE THAT** this **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of California. All disputes and matters whatsoever concerning **SPORTS INJURITES** or otherwise arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in the State of California, U.S.A. to the exclusion of the Courts of any other State or Country.

**E. SEVERABILITY.** If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

**F. CONSTRUCTION.** This agreement shall apply to any and all **SPORTS INJURIES** occurring at any time after the execution of this agreement. This agreement is in addition to and is not intended to replace any other agreements related to liability for **SPORTS INJURIES** that **Pilot** (or **Pilot's** parents or legal guardians) may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, **Pilot** (and **Pilot's** parents or legal guardians) intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.

**G. I REPRESENT THAT Pilot** is at least 18 years of age, or, that I am the parent or legal guardian of **Pilot** and am making this agreement on behalf of myself and **Pilot**. If I am the parent or legal guardian of **Pilot**, **I AGREE TO INDEMNIFY AND REIMBURSE** the **RELEASED PARTIES** for their defense and indemnity from any claim or liability in the event that **Pilot** suffers **SPORTS INJURIES** as a result of **Pilot's PARTICIPATION IN THE SPORT**, even if caused in whole or in part by the action, inaction or negligence (whether active or passive) of any of the **RELEASED PARTIES**, to the fullest extent allowed by law.

**H. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE (WHETHER PASSIVE OR ACTIVE) OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.**

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN HANG GLIDING AND/OR PARAGLIDING AND THAT ACTION, INACTION OR NEGLIGENCE OF OTHERS CAN INCREASE THOSE DANGERS. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PREVENT ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY PILOT IN CONNECTION WITH HANG GLIDING/PARAGLIDING.

**WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING!**

\_\_\_\_\_  
Pilot's Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Pilot's Name

\_\_\_\_\_  
Signature of Pilot's Parent or Legal Guardian if Pilot under 18 years of age

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Pilot's USHPA Number

## Rule Summary of AFFA Administered Flying Sites

*The AFFA Board of Directors may amend these rules at any time.*

*The most current rules and club bylaws can be found at the AFFA Forums:*

*<http://www.austinfreeflight.org/forums/>*

### **AFFA Site Rules:**

- All pilots FLYING at any AFFA site or using AFFA assets to launch must be members of AFFA or under direct supervision and instruction of an AFFA instructor.
- All incidents and accidents must be reported to the safety officer within 15 days of occurrence. Failure to do so can result in suspension of your flying rights.

### **Surface Towing (AFFTIG):**

- All pilots must possess a current USHPA rating of H2/P2 or higher, and a Surface Tow (ST) launch method sign-off for the type of aircraft to be towed.
- Pilots possessing a current USHPA rating of H1/P1 may fly under the supervision of a USHPA Towing Administrator or ST-rated Observer (certified in the corresponding type of aircraft).
- All pilots must fly with all appropriate safety gear, which shall minimally include a hook knife, helmet and reserve parachute. Pilots in training harnesses are not required to wear a parachute. It is strongly recommended that pilots also fly with a cell phone and 2-way radio capable of transmitting on USHPA frequencies aircraft frequencies and emergency channels.
- Only certified USHPA Tow Technicians may tow paragliders.
- Pilots must observe protocols for obtaining flying permission and issuing NOTAMs when necessary.
- Penalties may be assessed, including revocation of membership without refund, for the failure to follow any of these rules. These rules may be amended during the season for clarification, although reasonable efforts will be made to avoid material changes.
- Club sponsored events requiring the tow rig take precedence over individual use of the tow rig.

