

**Golden Gate National Recreation Area | Fort Funston
HANG GLIDER PILOT WAIVER**

Hang Gliding is an inherently dangerous sport which may result in injury or death. Permission to use the U.S. Department of the Interior, National Park Service, Golden Gate National Recreation Area facilities at Fort Funston (GGNRA-FF) does not in any manner imply that the facilities are safe for the activity. Adherence to GGNRA-FF rules and guidelines is not to be construed by the pilot as a guarantee of safety. The pilot understands the risks and assumes all liability for any injury or damage which may occur from his participation in this activity. The pilot understands and expressly agrees to indemnify and hold harmless the Released Party, as hereafter defined.

AGREEMENT AND RELEASE OF LIABILITY

In consideration for being permitted to utilize the facilities of GGNRA-FF to participate in the sport of hang gliding, ground instruction, solo and two place flight instruction, and all activities related thereto (hereinafter collectively referred to as "hang gliding activities") I, _____, hereby agree as follows:

1) I, hereby, **RELEASE AND DISCHARGE** the United States, its agents, representatives and employees including, the U.S. Department of the Interior, the National Park Service, and the Golden Gate National Recreation Area (hereinafter "Released Party") from any and all liabilities, claims, demands, rights, or causes of action, of whatever kind and nature, be they known or unknown, arising from participation in hang gliding activities, that I, my heirs, executors, administrators, or assigns, and each of them may hereafter acquire for any injury, death, or property damage, however caused, even if caused in whole or in part by the action, inaction, or negligence (whether active or passive) of the released party, its agents, representatives and employees. (Initial Here_____)

2) I agree that **I WILL NOT SUE OR MAKE A CLAIM** against the Released Party for any injuries, damages or other losses sustained by me as a result of my participation in hang gliding activities. (Initial Here_____)

3) I further agree to **INDEMNIFY AND HOLD HARMLESS** the Released Party from any and all claims, judgments and costs, including interest and/or attorney fees, which Released Party may incur in its defense against any claim and/or action brought as a result of my participation in hang gliding activities. (Initial Here_____)

4) I understand and acknowledge that hang gliding activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate, therefore, I expressly and voluntarily assume all risk of injury or death sustained while participating in hang gliding activities however caused, even if caused in whole or in part by the negligence of the released party. (Initial Here_____)

5) I have been expressly advised that my hang gliding activities are not covered by any accident or general liability insurance policies issued to the Released Party. (Initial Here_____)

6) I, hereby, expressly acknowledge and agree that this Agreement and Release of Liability is a contract pursuant to which I have released any and all claims against the Released Party resulting from my participation in hang gliding activities, including any claims caused by the negligence of the Released Party. (Initial Here_____)

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN HANG GLIDING AND THAT ACTION, INACTION OR NEGLIGENCE OF OTHERS CAN INCREASE THOSE DANGERS. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND IS INTENDED TO PREVENT ANYONE FROM RECOVERING MONETARY DAMAGES FROM THE RELEASED PARTY ON ACCOUNT OF PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY, OR CAUSED BY, PILOT IN CONNECTION WITH HANG GLIDING ACTIVITIES.

Signature: _____

Date: _____

Print Name: _____

FORT FUNSTON CLUBHOUSE RULES AND WAIVER

1. Subject to the availability of space, Fellow Feathers of Fort Funston Hang Gliding Club, Inc. (Club) allows Voting Members the privilege of storing hang gliding equipment in its Clubhouse.
2. The term of Club membership is the calendar year. The membership fee will not be prorated.
3. The privilege to store equipment in the Clubhouse is not transferable.
4. The Clubhouse key may not be duplicated.
5. All equipment must have proper identification; either the member's name or a brass tag indicating spot number. Equipment not having proper identification will be considered abandoned and not authorized to be stored in the Clubhouse and shall become the property of the Club and may be sold at auction with the proceeds going to the Club.
6. All equipment left in the Clubhouse and not removed within 30 days after the expiration of the membership or loss of the privilege to store equipment in the Clubhouse will be considered a donation and shall become the property of the Club and may be sold at auction with the proceeds going to the Club.
7. The Clubhouse shall be used in a careful manner. Respect shall be shown to the property of others. Failure to use the Clubhouse in a careful and respectful manner or to follow Club rules and regulations may result in the loss of the privilege to store equipment in the Clubhouse.
8. The Club, its officers and members, and the GGNRA, its officers and employees, assume no responsibility for the loss, damage, or theft of equipment or any other item stored or left in the Clubhouse or for injuries sustained while using the Clubhouse
9. The Club has the right to open and inspect all property in the Clubhouse.
10. No flammable liquids, explosives, or illegal substances may be stored in the Clubhouse.
11. The Clubhouse building is insured but there is no insurance for its contents or for injuries sustained in using the building. The building is not fireproof or weatherproof. Access to the building is by a key provided to all Voting Members. Members store equipment and use the building at their own risk.
12. Members shall be responsible for damages caused by them to the property of others in the Clubhouse and to the property of the Club.
13. Each Member shall indemnify and hold harmless the Club, its officers and members, and the GGNRA, its officers and employees, against all claims, actions or proceedings, costs, damages and liabilities connected in any manner with the member's use of the Clubhouse.

I HAVE READ, UNDERSTOOD, AND AGREE TO THE CONDITIONS SET FORTH ABOVE, AND HAVE INSPECTED OR WAIVED INSPECTION OF THE CLUBHOUSE:

Signed: _____ **Date:** _____

Printed name: _____

Fellow Feathers of Fort Funston Hang Gliding Club

Rules and Regulations

IT IS THE RESPONSIBILITY OF EVERY PILOT TO KNOW, UPHOLD, AND ENFORCE THESE RULES.

1. **ANY INTRUSION INTO CLASS B AIRSPACE JEOPARDIZES THE SITE AND WILL BE DEALT WITH MOST SERIOUSLY.** Class B Airspace extends up to 2,100' MSL from Ocean Beach, south past Fort Funston to the Westlake Gap, and up to 1,500' MSL from the Westlake Gap south to Point San Pedro.
2. **No pilot may fly within 25' of any person on the ground.** Pilots must yield to pedestrians and people on horseback. No pilot may launch when there are spectators in the launch area. **Courtesy, especially toward spectators, is mandatory of all pilots.**
3. Pilots shall comply with the laws and regulations under surveillance and enforcement by the GGNRA / NPS which include cooperation with rangers and law enforcement officers.
4. Pilots must fly straight and level in the launch window. The launch window is from the sand trail just south of launch, to the north end of the observation deck, 100' up and 100' out.
5. Pilots must fly safely and courteously, clearing all turns and maneuvers, observing International Ridge Soaring Rules and avoiding any conduct that could reasonably be expected to create conflicts with other pilots. Harassment and intimidation are prohibited.
6. Pilots must launch from the designated launch area on the south side of the observation deck. The landing zone is the field south of the parking lot and should be used whenever possible.
7. Advanced (H-4) pilots may fly south of the Training Bowl without restriction. The first two flights south of the Training Bowl by pilots without H-4 ratings must be supervised by a pilot who has made at least 25 flights to Westlake.
8. Pilots must be current members of the United States Hang Gliding Association (USHGA) and must have proof of at least an USHGA Novice (H-2) rating. Current Fort Funston stickers are required and must be worn on helmets.
9. Pilots must remain clear of clouds and fog.
10. All H-2 flights shall be supervised by a Sponsor approved by a majority of the Executive Committee. On their first four (4) flights, an H-2 must glide directly to the beach without attempting to soar. On subsequent flights, H-2's may soar only if approved to do so by their Sponsor.
 - a) All H-2 flights, from launch to landing, shall be under direct supervision of their Sponsor.
 - b) H-2 pilots shall be limited to smooth winds of 15 mph or less, and gusty winds of 10 mph or less. Wind shall not be more than 15 degrees cross.
 - c) H-2's may fly only as far north as the drain pipe just north of launch, and only as far south as the south end of the training bowl below the golf course.
 - d) H-2's must land on the beach. (No top landings).
 - e) H-2's must fly a bright colored 6' streamer from their kingpost.

f) If an H-2 violates any Fellow Feathers rule during their sponsored flight, their Sponsor shall be subject to the same suspension.

g) Only one H-2 may be in the air at any one time. H-2 flights shall be limited to 30 minutes if another H-2 pilot is waiting to launch.

11. Pilots must not fly north of the North Gap during Bank Swallow nesting season; March 15 through August 15.

12. No motorized, experimental, or paragliding flight is allowed at Fort Funston.

13. Stunt flying and aerobatics are prohibited.

By signing the sticker application form, the pilot agrees to know, abide by, and enforce the rules and regulations contained in this document. Failure to do so may result in a suspension of flying privileges.

Pilot Waiver:

All pilots must sign the attached GGNRA Hang Glider Pilot Waiver.

Park Service Special Use Permit:

The Fellow Feathers of Fort Funston Hang Gliding Club is designated by the GGNRA / National Park Service through a special use permit to manage hang gliding activities at Fort Funston. Each pilot flying at Fort Funston is issued a sub-permit from the club allowing the pilot to:

- a) Fly a hang glider in the park airspace.
- b) Launch and land in designated areas at Fort Funston.

The sub-permit is revocable at any time at the discretion of any park official.

Monitoring:

The monitoring process is required as part of the agreement with the Park Service. All pilots are responsible for the following:

- a) Checking for current Funston stickers and proper ratings.
- b) Allocating airtime as traffic and conditions permit.
- c) Verifying that the launch window is clear of traffic and the launch area is clear of spectators before clearing a pilot to launch.
- d) Checking that pilots who intend to depart for Westlake are properly qualified according to Fellow Feathers rules.
- e) Helping to keep the landing zone clear of pedestrians and reminding pilots to land clear of spectators.
- f) Cooperating with other pilots and spectators to keep the set up area and path to launch safe.

Tandem Regulations:

Any pilot wishing to fly tandem at Fort Funston must first be approved by the Funston Tandem Director. The complete Fellow Feathers Tandem regulations can be found at: <http://www.flyfunston.org/tandem.php>, or by request from an Executive Committee member or the Fort Funston Tandem Director.

Enforcement of Rule Violations:

THE NATIONAL PARK SERVICE HAS FINAL AUTHORITY OVER FLYING AT FORT FUNSTON

Any violation of established rules, as determined by the National Park Service or Fellow Feathers Officers, will result in disciplinary actions or suspensions as may be appropriate.

A pilot may file a complaint against another pilot alleging a Rules or Permit violation. The complaint should be filed with the President or the Safety Officer. If in the opinion of either the President or the Safety Officer, the complaint warrants further action, the President or the Safety Officer shall call a meeting of the Executive Committee at which time the complaint will be heard. The President shall chair the meeting but may delegate the authority to the Safety Officer. The Executive Committee shall decide by majority vote of the officers present whether a violation occurred and the penalty for the violation.

Discipline

Since it is the Club's duty to administer the hang gliding program at Fort Funston, the Club may revoke or suspend the flying privileges of members or non-members.

Section 1: For violating Fort Funston or generally accepted rules and conduct, a pilot's flying privileges may be suspended in the following manner:

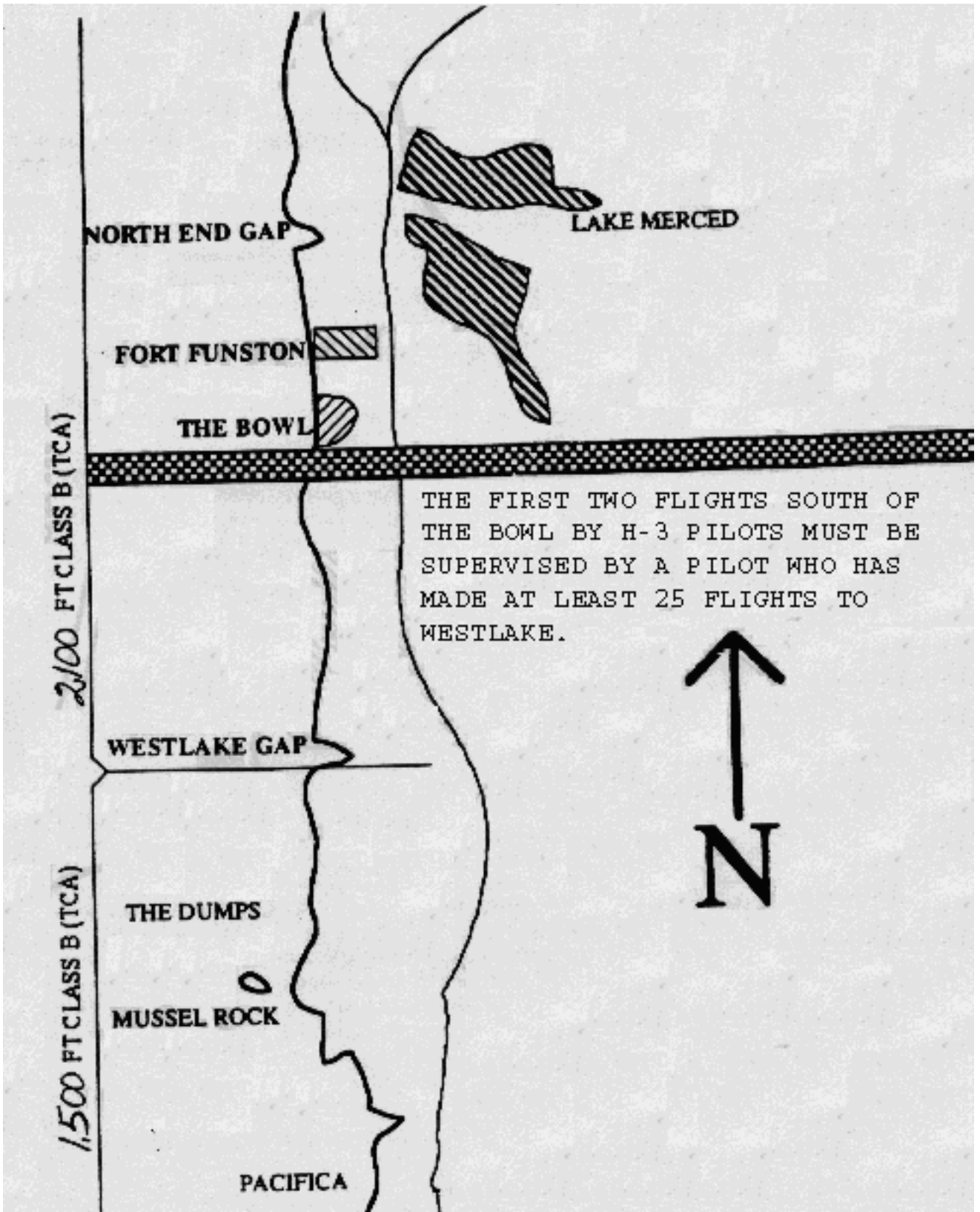
- A. For up to 7 days by a club officer;
- B. For longer than 7 days, by a majority vote of the Executive Committee present at a hearing at which at least one witness to the violation or offense testifies and at which the accused pilot has the following rights:
 - 1. Notice of violation;
 - 2. Notice of hearing;
 - 3. Name of witnesses to violation;
 - 4. Opportunity to question witnesses;
 - 5. Opportunity to be heard; and
 - 6. Opportunity to produce witnesses.

C. The hearing shall be conducted by the President or Safety Director.

Section 2: A disciplinary action imposed by the Executive Committee may be modified only by a majority vote of the Executive Committee.

Site Boundaries:

See attached map for site boundaries and airspace restrictions.



Emergency Information:

For emergency assistance; Use the yellow call box located at the west end of the parking lot, stop any National Park Service vehicle, or call 415-561-5656. This number is posted on the clubhouse and on the FF bulletin board in the set up area.

Emergency Procedures

1. CALL EMERGENCY DISPATCH Use the yellow call box or dial 415-561-5656. Call 911 only if other options are not functioning. Be sure the person calling for help knows exactly where the accident occurred and, if possible, the extent or seriousness of injuries. Have them report back to you.
2. STABILIZE THE GLIDER Do not move the pilot unless they are in a life threatening situation.
3. DO NOT REMOVE THE HELMET. This should only be done by an EMT. Always consider the possibility of head, neck, or back injuries.
4. CHECK FOR BREATHING. Administer rescue breathing if necessary.
5. CONTROL BLEEDING. Apply direct pressure if appropriate
6. CHECK THE VICTIM from head to toe for possible indications of injury. This should be done by a person trained in First-Aid.
7. KEEP THE VICTIM QUIET AND STILL. Do not move the victim unless their life is at stake. Don not let the victim move any body parts considered injured.
8. KEEP THE VICTIM WARM and shielded from wind. Treat the victim for shock.
9. KEEP SPECTATORS AWAY.
10. ASSURE THE VICTIM that everything is under control. Keep the atmosphere as calm as possible.

File an accident report with the Fellow Feathers hang gliding club.