

**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: _____