

PERRIS VALLEY ULTRALIGHT PARK
! IMPORTANT LEGAL DOCUMENT !
PLEASE READ ENTIRE DOCUMENT BEFORE FILLING OUT
NOTICE OF NON-RESPONSIBILITY
ASSUMPTION OF THE RISKS – WAIVER
RELEASE OF CLAIMS
AGREEMENT NOT TO SUE

1. Personal Information:

NAME: _____ AGE: ___ SEX: ___ WT. ___ HT ___

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: _____ WORK PHONE: _____

OCCUPATION: _____ DRIVER’S LICENSE # _____

In Case of emergency notify:

Name: _____ Telephone: _____

Relation: _____

2. NOTICE OF NON-RESPONSIBILITY: The Perris Valley Airport (hereinafter the “Airport”) is a privately owned facility which allows certain independently owned and operated aviation and Ultralight companies to operate out of the Airport. Perris Valley Aviation Services (hereinafter “PVAS”) is the General Manager of the Airport and related facilities. Neither the Airport’s owners (hereinafter “PVA”) nor PVAS participates in, controls, supervises, inspects or approves the practices and procedures followed by any of the Ultralight operators at the Airport. Neither PVA nor PVAS makes any representation whatsoever, either express or implied, that the equipment, facilities, personnel or procedures of any Ultralight operators at the Airport is adequate for any purpose.

3. DEFINITION OF “ULTRALIGHT ACTIVITIES”: For the purposes of this document, “Ultralight activities” shall refer to all activities the undersigned engages in from arrival at the airport, through his departure, that are in any way related to the observation, ownership service, use or operation of Ultralight aircraft.

(_____)

4. RELEASED PARTIES: The parties to be released under this document include all persons or entities involved in providing you with the facilities or the equipment reasonably related to our participation in Ultralight activities at the Airport. This group of persons and entities specifically includes, but is not limited to: the owners of the property upon which the Perris Valley Airport is located, Perris Valley Airport, Inc., Perris Valley Aviation Services, Inc., Perris Valley Ultralight Park, The operators of the Ultralight concessions and/or the other service and sales concessions at the Airport, their Officers, Directors, Shareholders, Agents, Employees, Volunteers, Instructors, Pilots, Principals, Partners, Heirs, Successors and Assigns, all of which shall hereinafter be collectively referred to as the "Released Parties".

(_____)

ASSUMPTION OF THE RISK

5. ASSUMPTION OF ALL RISK: By executing this document, and in exchange for being allowed to use the equipment and facilities at, and engage in Ultralight activities at the Airport, the Undersigned expressly and voluntarily assumes all risk of death or personal injury and/or property damage that he may sustain while participating in Ultralight activities at the Airport and any activities conducted on the Airport premises.

(_____)

The Undersigned further understands and acknowledges that included in the risks he assumes is the risk that he will be the victim of the active or passive negligence of one or more of the released parties while engaging in Ultralight activities at the Airport. By executing this document the undersigned voluntarily assumes this risk even though, as a result of the released parties' negligence, he may suffer death, serious personal injury, or sustain damage to his property.

(_____)

The Undersigned further understands and acknowledges that also included in the risks he assumes are all of the dangers that may be encountered while engaging in Ultralight activities which include but are not limited to, those risk's outlined in Section IX, hereof, and which, in many instances, no amount of care, caution, instruction or expertise can eliminate.

(_____)

6. NOTICE OF NO INSURANCE COVERAGE AND WAIVER: The Undersigned is hereby advised that no personal accident or general liability insurance policy that may be issued to any of the released parties, or any concessionaire offering services to the Undersigned provides insurance coverage for his participation in Ultralight activities and any other activity within the Airport or Ultralight Park. By executing this document, the Undersigned acknowledges that no released party will provide insurance coverage for his activities at the Airport and expressly and voluntarily waives any right he has, or may claim to have, to seek coverage for his activities at the Airport and expressly and voluntarily waives any right he has, or may claim to have, to seek coverage for injuries or losses he may sustain while engaging in Ultralight activities at the Airport.

(_____)

THEREFORE, having read, understood, acknowledged and agreed with the above and in consideration for being permitted utilize the facilities and equipment of the RELEASED PARTIES and participate in Ultralight Activities and related collateral activities at the Perris Valley Airport and the Perris Valley Ultralight Park, the undersigned hereby binds himself, his heirs and/or personal representatives as follows:

I. THIS DOCUMENT, COMPLETE BAR TO RECOVERY: The Undersigned, on his own behalf, and on behalf of his heirs and personal representatives understands, acknowledges and agrees that his execution of this document, and the Undersigned's assumption of the risk set forth above shall act as a complete bar to any recovery against the released parties for damages sustained as a result of death, personal injury, property damage or other losses sustained while engaging in Ultralight Activities or collateral activities at the Airport or Ultralight Park. All recovery for such losses shall be completely barred whether such death, personal injuries, property damage or other losses are caused, either now in the future, by the active or passive negligence of the released parties, or otherwise, or is the result of a danger inherent to participation in Ultralight Activities.

(_____)

II. ADVANCE WAIVER OF LIABILITY, AGREEMENT NOT TO SUE: The Undersigned, on his own behalf of his heirs and personal representatives understands, acknowledges and agrees that his execution of this document shall act as a complete waiver of any right he may have, now or in the future, and an agreement not to initiate or pursue any legal action, or make a claim against the released parties for the recovery of damages sustained as a result of death, personal injury, property damage or other losses sustained while engaging in Ultralight Activities or collateral activities at he the Airport or Ultralight Park.

(_____)

III. RELEASE AND DISCHARGE: The Undersigned on his own behalf, and on behalf of his heirs and personal representatives, agrees to forever release and discharge the released parties from all liability for present or future claims, demands or causes of action, whether known or as yet undiscovered, as well as all judgments, costs, including attorney's fees, that relate to damages sustained as a result of death, personal injury, property damage or other losses sustained while engaging in Ultralight Activities or collateral activities at the Airport or Ultralight Park.

(_____)

IV. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The Undersigned on his own behalf, and on behalf of his heirs and personal representatives, agrees to indemnify and hold harmless the released parties from all liability for present or future claims, demands or causes of action, whether known or as yet undiscovered, as well as all judgments, costs, including attorney's fees, that relate to damages sustained as a result of death, personal injury, property damage or other losses sustained while engaging in Ultralight Activities or collateral activities at the Airport or Ultralight Park.

(_____)

V. MEDICAL STATEMENT:

A. The undersigned certifies to his or her physical condition and sobriety as follows:

I, _____ Hereby certify that I do not suffer from any physical infirmity or chronic illness which could adversely affect my ability to engage in Ultralight Activities.

I further certify that I have not taken any alcoholic beverages within the last twelve (12) hours, nor have I taken any prescription medication which might impair my ability to engage in Ultralight activities.

(_____)

I acknowledge that it is against federal, state and the Perris Valley Airport, Inc., Rules and Regulations to either ingest alcohol, drugs or any other mind altering substance while engaging in Ultralight activities and I agree to abstain from so doing.

(_____)

VI. ATTORNEYS FEES AND COSTS: In the event of a dispute over, or a breach of the terms and conditions of this Document, the prevailing or non-breaching party shall be entitled to an award of reasonable attorney's fees and costs in addition to such other and further relief as may be awarded by a court of competent jurisdiction.

VII. FORUM: The RELEASED PARTIES and the Undersigned agree that venue for any legal proceeding regarding the subject matter of the Agreement, or the interpretation or enforcement of any of its terms and conditions shall be the County of Riverside, State of California.

VII. WORDS AND GENDER OR NUMBER: As used herein, unless the contents clearly indicated the contrary, the singular number shall include the plural, the plural the singular, and use of any gender shall be applicable to all genders.

IX. COMMON RISKS ASSUMED: By execution of this Document, YOU ASSUME ALL RISKS THAT MAY ARISE WHILE ENGAGING IN ULTRALIGHT ACTIVITIES. The following are risks and dangers that commonly arise during ULTRALIGHT ACTIVITIES. It is not meant to be a complete list and even if a risk is not included on this list, by executing this Document, you have agreed to assume it:

1. Participants and observers may be struck by moving Ultralight aircraft as it is entering or leaving the parking lot, taxiway, and/or runways causing bodily injury and/or death.
2. Participants and observers may be struck by turning propellers and/or Ultralight or other aircraft operating at the Airport causing bodily injury and/or death.
3. While flying, component parts of the aircraft may fail due to stress, age, fatigue, manufacturing or design defect, etc., all or any of which may cause the aircraft to sustain airframe or surface control damage and losses in aerodynamic lift or flight, which could cause the aircraft to crash.
4. During “preflight check” you may strike your head on wires or wings or other parts of the aircraft, causing injury and/or death.
5. Aircraft throttles may stick in “full” position which would cause the aircraft to “run away”. Should the aircraft come in contact with persons or property under this condition serious property damage, personal injury and/or death may result.
6. Propellers and propeller ARC danger zones are extremely dangerous. Propellers that are engaged are nearly invisible due to the high speed of the propeller’s spin. Should a person come in contact with an engaged propeller, he or she would suffer severe bodily injury and/or death. The Propeller ARC danger zone is a zone around the moving propeller which creates a type of vacuum which can draw loose clothing in, or discharge at high speed objects, such as rocks or other debris. Persons coming in contact with such moving objects may suffer injury and/or death, as well as injury to property struck by such thrown objects.
7. Taxing aircrafts have been responsible for injury to persons and property struck by same.
8. Engines on flying aircraft can “quit” at anytime, as a result of contaminated fuel, improper service, mechanical failure, age or other reasons resulting in a loss of control and a crash landing.

9. Mid air collisions can occur with other aircraft, skydivers, gliders, Ultralight craft, balloons, or other types of flying objects. Large aircraft, such as military and commercial aviation can create severe turbulence that can cause you to lose control of the Ultralight. Serious bodily injury including death may result from a Mid air collision or turbulence induced loss of control.

10. Fuel tanks have been known to explode while the aircraft is on the ground or in the air. While this is a highly unlikely event, it is nonetheless a possibility. Exploding fuel tanks may damage property and cause injury or death to persons.

11. Pilots, instructors, students and others, may commit an unintended but negligent act or omission, on the ground or in the air, which may result in injury to property to persons including death.

ACTS OF GOD, WIND CONDITIONS: include sudden high wind conditions which can blow over Ultralight aircraft onto property or persons. During a high wind storm, rocks and other debris may be lifted into the air causing injury to flying aircraft, or grounded property or persons. Wind conditions are not predictable and can change drastically after takeoff, making it difficult to control the aircraft for landing. "Dust devils" may unexpectedly lift aircraft into the air, dropping same on persons or property.

BIRDS: Aircraft, during flight, may come in contact with birds which may result in aircraft damage, including loss of control over aircraft, resulting in sudden death.

WHEREAS, (Print Your Name) _____, the undersigned, have read this Release, Notice of Non-Responsibility and Assumption of Risks, Agreement not to Sue, declares as follows:

_____ I AM OVER THE AGE OF EIGHTEEN.

_____ I HAVE READ THIS DOCUMENT, AM FULLY AWARE OF AND UNDERSTAND ITS CONTENTS AND ACKNOWLEDGE THAT THE COMMON RISKS INVOLVED IN ULTRALIGHT ACTIVITIES HAVE BEEN FULLY DISCLOSED TO ME, and

_____ I FULLY UNDERSTAND THAT BY EXECUTING THIS DOCUMENT I HAVE KNOWINGLY, PERSONALLY AND COMPLETELY ASSUMED ALL RISKS INVOLVED IN ULTRALIGHT ACTIVITIES, AGREED NOT TO SUE AND HAVE RELEASED THE RELEASED PARTIES FROM ANY LIABILITY AND BEEN NOTIFIED OF THE AIRPORT'S NON-RESPONSIBILITY.

_____ I FURTHER CERTIFY THAT I HAVE EXECUTED THIS DOCUMENT OF MY OWN FREE WILL.

DATED: _____

SIGNATURE: _____

PRINT NAME: _____

X. WITNESS:

I, (Print Name) _____ declare that I have witnessed the reading and execution of this Document by (Name of person executing Release) this _____ day of 2____.

PERRIS VALLEY ULTRALIGHT PARK

XI. PARENTAL CONSENT:

I certify that I am the parent or legal guardian of the above-named participant/minor, that I acknowledge receipt of and have read fully understand and consent to the terms and conditions of this document on behalf of the above-named participant/minor.

DATED: _____ SIGNATURE: _____

LEGAL GUARDIAN: _____

XII. WITNESS OF GUARDIAN'S SIGNATURE:

I, _____ declare that I have witnessed the reading and execution of this Document by the parent or the guardian for the participant this _____ day of _____, 2____.

PERRIS VALLEY ULTRALIGHT PARK