

Cloudbase Collective LLC WAIVER AGREEMENT



CLOUDBASE COLLECTIVE

MEDICAL STATEMENT:

I certify that I am in good health, and am not aware of, nor have been under any treatment for any physical or psychological infirmity or chronic ailment, or injury of any nature that could, in any way, impede or affect my safety or abilities while participating in an action sport such as paragliding. I have normal vision or corrective lenses, am not hard of hearing, and am mentally stable **and sober**, and am not on any medications that affect my coordination, alertness or reaction time.

WAIVER, ASSUMPTION OF RISK, AND RELEASE

I, the undersigned, hereby acknowledge that I have requested to participate and plan to participate in an USHPA sanctioned race to goal event (in the sport of paragliding) organized by Cloudbase Collective LLC of **my own free will**, for sport and personal pleasure. I acknowledge that I understand that the sport of paragliding involves certain inherent risks of **personal injury or death** due to the fact that the pilot (myself) will be traveling through airspace, through three dimensions, with a certain amount of forward motion, controlled by the laws of physics and gravity, while guiding the paraglider solely by acquired skills. I realize that, regardless of the instruction I have received and training I have done the risk of personal injury and death is always present, just as it is in other high risk sports such as skiing, scuba diving, and sky diving. **I certify that I understand and assume ALL the risks involved in associating with Cloudbase Collective LLC and participating in the sport of paragliding. If I am injured or killed during OR AFTER my participation in this event, I VOLUNTARILY assume ALL RESPONSIBILITY.**

I acknowledge the fact that Cloudbase Collective LLC is the organizing entity of this event and cannot remove the risk of my participation. I, and I alone am the pilot in command and I and I alone will be making the decision to fly or not each day of the competition. I have willingly provided to the organizer my flying credentials and pilot license and assume **ALL RISKS** for my participation. I freely acknowledge the risk involved and knowingly release such party from any claims I, my heirs, employers or other representatives might otherwise assert on a theory of task setting or racing. I fully acknowledge that paragliding is aviation and involves gravity, speed, and weather, all of which are unpredictable and cannot be controlled by Cloudbase Collective LLC. I therefore do freely and voluntarily release, discharge, hold harmless, and do not hold Cloudbase Collective LLC and all their owners, agents, or representatives (heretofore **RELEASED PARTIES**) for any injuries which I may incur or any injuries I may cause to others while using any facilities and/or equipment leased, rented, or used by Cloudbase Collective LLC during the course of my participation or any interaction with Cloudbase Collective LLC, its owners or employees.

I agree to hold harmless and not hold liable the property owner(s) of any land(s) I use while partaking in this event. I understand that I voluntarily accept any risks associated with the conditions (known or unknown) of the property. Also held not liable are any and all manufacturers, importers, and dealers of any paragliding equipment I will use during my participation.

I further acknowledge that no guarantees or promises have been implied that I will be successful in participating in this event, and that all fees paid for participation are non-refundable, regardless of the weather or the organizers ability to create successful flying tasks.

I agree and state that I WILL NOT SUE OR MAKE A CLAIM against any of the **RELEASED PARTIES** for injury, loss or damage on account of any **SPORTS INJURIES (or death)** that I might incur during my participation in this event. If I, or my heirs or representatives violate this agreement by filing such a suit or making such a claim, I (or my heirs or representatives) will be responsible for, and will pay, all attorneys' fees and all associated costs of the **RELEASED PARTIES** as a condition of this agreement.

Additionally, I agree to pay for any damage occurring to any equipment belonging to Cloudbase Collective LLC when said damage results from my use, or my neglect, of this equipment, during any practice or race days of the competition.

PHOTOGRAPHY / VIDEO WAIVER OF RIGHTS

I further agree that any photos/videos captured by Cloudbase Collective LLC, myself or others during any Cloudbase Collective LLC activities which are later freely provided to Cloudbase Collective LLC in ANY capacity do then become property of Cloudbase Collective LLC who thereby retains the right to re-purpose said photos/videos for its own marketing purposes at its own discretion without encumbrance.

IN WITNESS THEREOF, I certify with my signature below, that I have read, and fully understand, and voluntarily agree to the terms of this agreement, and that I comply with the above medical statement.

Pilot Signature

PRINT NAME:

SIGNATURE:

DATE:

Guardian Signature (if pilot 14-18 yo)

PRINT NAME:

SIGNATURE:

DATE:

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to use the facilities and participate in the sport of ultralight vehicles and other activities provided by Cloudbase Collective LLC (the "Organizer"), 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. I have read Part 103 of the Federal Aviation Administration rules (and FAA Advisory Circular 103-7) which authorizes me to participate in ultralight vehicle flight (for example: powered and unpowered hang gliders and paragliders (including mini-wings & speed-wings)), and I understand that the FAA authorization is premised upon me assessing the dangers involved and my assumption of all responsibility for my personal safety.
- B. I represent that I have fulfilled my obligation under Part 103 - that I have personally assessed the dangers involved in my participation in ultralight vehicle flight, and I knowingly assume all responsibility for my personal safety.
- C. DEFINITIONS - The following definitions apply to terms used in this Agreement:
1. "PARTICIPATION IN THE SPORT" means launching/kiting (and/or assisting another in launching/kiting), flying (whether as pilot in command or otherwise) and/or landing (including, but not limited to, crashing) an ultralight vehicle.
 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), and, if Pilot is under 18 years of age, "SPORTS INJURIES" also includes the personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by Pilot's parents and 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, managers, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
 - a) The Flight School;
 - b) The United States Hang Gliding and Paragliding Association, a California Non-profit Corporation (USHPA);
 - c) The Professional Air Sports Association, a North Carolina Non-profit Corporation (PASA);
 - d) Each USHPA Certified Instructor, Mentor, Observer, Examiner, TECH or Administrator that has ever been involved in Pilot's flying activities;
 - e) Each of the person(s) sponsoring and/or participating in the administration of Pilot's proficiency rating(s);
 - f) Each of the hang gliding and/or paragliding organizations that are chapters of USHPA;
 - g) 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;
 - h) Each of the property owners on or over whose property Pilot may launch, fly and/or land; and
 - i) All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the location(s) where Pilot PARTICIPATES IN THE SPORT, except for ultralight vehicle pilots who are not members of USHPA. "All persons involved" includes, but is not limited to, spectators, other ultralight vehicle pilots, assistants, drivers, tow equipment operators and owners, instructors, schools, observers, examiners, mentors, administrators, owners of ultralight vehicle equipment.
- D. 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.
- E. 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.
- F. I agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. All disputes and matters whatsoever concerning SPORTS INJURIES 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 UTAH, U.S.A. to the exclusion of the Courts of any other State or Country, and I consent to the Personal Jurisdiction of Courts located in the State of UTAH, U.S.A. in connection with all such disputes and matters.
- G. Any lawsuit, or other proceeding, concerning SPORTS INJURIES or otherwise arising under, in connection with or incident to this Agreement must be filed, if at all, either 1) within twelve (12) months of the accrual of such cause of action, or 2) within the shortest limit of time permitted by law.
- H. Each of the RELEASED PARTIES, whether or not parties to this Agreement, are intended beneficiaries of this Agreement and each of them may enforce each and every provision of this Agreement as though they were parties to this Agreement.
- I. 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 limited extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.
- J. 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 any part, article, paragraph, sentence or clause of such agreements, Pilot (and Pilot's parents or legal guardians) intends to be subject to the parts, articles, paragraphs, sentences, and clauses of each agreement that provide the most expansive release of claims and assumption of risk allowed by law.
- K. 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.
- L. 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 ULTRALIGHT VEHICLE OPERATIONS 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 ULTRALIGHT VEHICLES.

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

Pilot's Signature

____/____/____
Date

Print Student Pilot's Name

Signature of Pilot's Parent or Legal Guardian if Pilot under 18 years of age
RRRG8530-A-UV (0821003)

____/____/____
Date

Pilot's USHPA Number

FAA REGULATIONS - PART 103

"Part 103 is based on the assumption that any individual who elects to fly an ultralight vehicle has assessed the dangers involved and assumes personal responsibility for his/her safety" FAA Advisory Circular 103-7

§103.1 Applicability.

This part prescribes rules governing the operation of ultralight vehicles in the United States. For the purposes of this part, an ultralight vehicle is a vehicle that:

- (a) Is used or intended to be used for manned operation in the air by a single occupant;
- (b) Is used or intended to be used for recreation or sport purposes only;
- (c) Does not have any U.S. or foreign airworthiness certificate; and
- (d) If unpowered, weighs less than 155 pounds; or
- (e) If powered:
 - (1) Weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation;
 - (2) Has a fuel capacity not exceeding 5 U.S. gallons;
 - (3) Is not capable of more than 55 knots calibrated airspeed at full power in level flight; and
 - (4) Has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

§103.3 Inspection requirements.

- (a) Any person operating an ultralight vehicle under this part shall, upon request, allow the Administrator, or his designee, to inspect the vehicle to determine the applicability of this part.
- (b) The pilot or operator of an ultralight vehicle must, upon request of the Administrator, furnish satisfactory evidence that the vehicle is subject only to the provisions of this part.

§103.5 Waivers.

No person may conduct operations that require a deviation from this part except under a written waiver issued by the Administrator.

§103.7 Certification and registration.

- (a) Notwithstanding any other section pertaining to certification of aircraft or their parts or equipment, ultralight vehicles and their component parts and equipment are not required to meet the airworthiness certification standards specified for aircraft or to have certificates of airworthiness.
- (b) Notwithstanding any other section pertaining to airman certification, operators of ultralight vehicles are not required to meet any aeronautical knowledge, age, or experience requirements to operate those vehicles or to have airman or medical certificates.
- (c) Notwithstanding any other section pertaining to registration and marking of aircraft, ultralight vehicles are not required to be registered or to bear markings of any type.

§103.9 Hazardous operations.

- (a) No person may operate any ultralight vehicle in a manner that creates a hazard to other persons or property.
- (b) No person may allow an object to be dropped from an ultralight vehicle if such action creates a hazard to other persons or property.

§103.11 Daylight operations.

- (a) No person may operate an ultralight vehicle except between the hours of sunrise and sunset.
- (b) Notwithstanding paragraph (a) of this section, ultralight vehicles may be operated during the twilight periods 30 minutes before official sunrise and 30 minutes after official sunset or, in Alaska, during the period of civil twilight as defined in the Air Almanac, if:
 - (1) The vehicle is equipped with an operating anticollision light visible for at least 3 statute miles; and
 - (2) All operations are conducted in uncontrolled airspace.

§103.13 Operation near aircraft; right-of-way rules.

- (a) Each person operating an ultralight vehicle shall maintain vigilance so as to see and avoid aircraft and shall yield the right-of-way to all aircraft.
- (b) No person may operate an ultralight vehicle in a manner that

§103.15 Operations over congested areas.

creates a collision hazard with respect to any aircraft.

- (c) Powered ultralights shall yield the right-of-way to unpowered ultralights.

RRRG 9130 (0716001)

No person may operate an ultralight vehicle over any congested area of a city, town, or settlement, or over any open air assembly of persons.

§103.17 Operations in certain airspace.

No person may operate an ultralight vehicle within Class A, Class B, Class C, or Class D airspace or within the lateral boundaries of the surface area of Class E airspace designated for an airport unless that person has prior authorization from the ATC facility having jurisdiction over that airspace.

§103.19 Operations in prohibited or restricted areas.

No person may operate an ultralight vehicle in prohibited or restricted areas unless that person has permission from the using or controlling agency, as appropriate.

§103.20 Flight restrictions in the proximity of certain areas designated by notice to airmen.

No person may operate an ultralight vehicle in areas designated in a Notice to Airmen under §91.137, §91.138, §91.141, §91.143 or §91.145 of this chapter, unless authorized by:

- (a) Air Traffic Control (ATC); or
- (b) A Flight Standards Certificate of Waiver or Authorization issued for the demonstration or event.

§103.21 Visual reference with the surface.

No person may operate an ultralight vehicle except by visual reference with the surface.

§103.23 Flight visibility and cloud clearance requirements.

No person may operate an ultralight vehicle when the flight visibility or distance from clouds is less than that in the table found below. All operations in Class A, Class B, Class C, and Class D airspace or Class E airspace designated for an airport must receive prior ATC authorization as required in §103.17 of this part.

Airspa	Flight visibility	Distance from clouds
Class A	Not applicable	Not Applicable.
Class B	3 statute miles	Clear of Clouds.
Class C	3 statute miles	500 feet below. 1,000 feet above. 2,000 feet horizontal.
Class D	3 statute miles	500 feet below. 1,000 feet above. 2,000 feet horizontal.
Class E:		
Less than 10,000 feet MSL	3 statute miles	500 feet below. 1,000 feet above. 2,000 feet horizontal.
At or above 10,000 feet MSL	5 statute miles	1,000 feet below. 1,000 feet above. 1 statute mile horizontal.
Class G:		
1,200 feet or less above the surface (regardless of MSL altitude)	1 statute mile	Clear of clouds.
More than 1,200 feet above the surface but less than	1 statute mile	500 feet below. 1,000 feet above. 2,000 feet horizontal.
More than 1,200 feet above the surface and at or	5 statute miles	1,000 feet below. 1,000 feet above. 1 statute mile horizontal.

**AFFIRMATION OF UNITED STATES HANG GLIDING AND PARAGLIDING ASSOCIATION
RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT**

Flight Under FAA Regulation "Part 103 is based on the assumption that any individual who elects to fly an ultralight vehicle has assessed the dangers involved and assumes personal responsibility for his/her safety". FAA AC-103-7

In consideration of being allowed to use the facilities and participate in the sport of "**ultralight vehicles**" and other activities (collectively the "**Activities**") provided by Cloudbase Collective LLC (the "**Organizer**"), I hereby reaffirm the United States Hang Gliding And Paragliding Association ("USHPA") Release, Waiver and Assumption of Risk Agreement (the "**USHPA Release**") previously signed by me and acknowledge that it is applicable to my participation in any and all **Activities** provided by the **Organizer**. Each of the terms, including the definitions, of the **USHPA Release** are hereby incorporated by reference as though fully set forth in this affirmation.

I specifically acknowledge that the following persons, including their owners, officers, directors, managers, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees, are also **RELEASED PARTIES** as that term is used in the **USHPA Release**:

Cloudbase Collective LLC
Gavin McClurg
Logan Walters

Signature of Student Pilot/ USHPA Pilot Date ___/___/___ Pilot USHPA #

Print Pilot Name

Print Student Pilot Name