

**2023 General Waiver Freedom Flying Schools / Rauck Farm and Lumby Air Force Flying Club**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!**

In this agreement paragliding, hang gliding, ultralight aircraft towing, flying solo or dual, tandem flights and all activities relating to flying activities shall be collectively referred to in this agreement as "Flying" **ASSUMPTION OF RISKS-** I am aware that Flying activities have, in addition to the usual risks and dangers associated with Flying, certain additional risks and dangers including, but not limited to, the risk and danger of collision with natural and man-made objects, other people, equipment failure and inclement weather and winds. I also understand and acknowledge that no amount of care, caution, instruction, or experience can eliminate all of the risks associated with Flying. I freely accept and assume all such dangers and risks and the possibility of personal injury, death, property damage, or loss, resulting therefrom. Solo foot launched flight also requires the participants to be able to run fast and be strong and physically fit. I further affirm to be in good physical condition with no recurrent physical problems that could be aggravated by participation in Flying. **Initial Here X** \_\_\_\_\_

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:** In consideration of any of the Freedom Flight Schools accepting my application to fly in any of their certified or UNCERTIFIED AIRCRAFT solo or dual with any aircraft and or the use and or occupation of Coopers Launch area near Lumby or Saddle Mountain Launches located at 123 Schwartz Road Lumby and or the Freedom Flight Park property or landing areas located on Randy Rauck's farm at #249 Mabel Lake Road, Lumby, BC, Bessette Creek Farm at #185 Mabel Lake Road, Lumby, BC. I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I might have or may in the future have against the L.A.F. (The Lumby Air Force Flying Club), Freedom Flight Park, Freedom Paragliding School Ltd, Freedom Flight Schools, their directors, officers, employees, agents, representatives, contractors, and volunteers and any local property owners, including Randy Rauck (all of whom are collectively referred to in this document as "the Releasees") and **TO RELEASE** THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in Flying, or my occupation of the property, due to any cause whatsoever, **INCLUDING: CATCHING ANY VIRUSES, SICKNESS FROM CONSUMING WATER OR FOOD, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OR CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT. R.S.B.C. 1979, c 303, ON THE PART OF THE RELEASEES;** 2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in Flying. 3. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity; 4. This agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and 5. Any litigation involving the parties to this agreement shall be brought within the Province of British Columbia. In entering into this agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement. I also certify that I do not have any debilitating disease that could render me incapacitated.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM FULLY AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. X** \_\_\_\_\_

**PARTICIPANT - I certify that I have read and agree to the waiver above. I am at least 19 years old and I have read and agree to abide by the Lumby Air Force Local Flying & Camping Rules.**

Name \_\_\_\_\_ Signature \_\_\_\_\_ X

PHONE \_\_\_\_\_ Full Address \_\_\_\_\_

Email \_\_\_\_\_ I agree to allow any photos of me to be used

In case of emergency contact \_\_\_\_\_ Phone \_\_\_\_\_

Signature of Parent or guardian ( if 16-18 yrs old) \_\_\_\_\_ Print Name \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Students Only** - I agree to pay for any damage to flying school equip. soon after any damage is done by me.(initial) **X** \_\_\_\_\_

**Pilots Only** - Current Insurance is mandatory.  HPAC or  USHPA # \_\_\_\_\_  PG  HG

The Lumby Air Force is a non-profit Flying Club. Annual associate membership/user fees are gratefully accepted to help cover some basic expenses. Suggested fees (please check one):

Visiting pilot - \$20  Local Okanagan & area pilot  Lumby Air Force - \$100

**Paid via:**  E-transfer preferred to [lumbyairforce@gmail.com](mailto:lumbyairforce@gmail.com) Cash paymtns to cash box