

Read these provisions before deciding whether to be involved in any form of flying activities related to paragliding, hang-gliding and powered forms of either and all related activities. Signing this document results in your giving up valuable legal rights to sue parties involved and related to your flying activities, even if it is the result of negligence or even gross negligence. Paragliding, hang-gliding and powered forms of either are high-risk sports in which sprains, breaks and injury are possible, as is the risk of death.

In consideration of .....(name of TFI) and his or her company .....(name of company), hereafter referred to as the TFI Instructor and/or his/her company allowing me, .....(full names); ..... years of age from .....(country) , to utilize facilities, purchase, lease, rent, borrow, or otherwise obtain goods and/or services, and/or participate in powered paragliding, paragliding, and hang-gliding and powered forms of either and all related activities, it is agreed that:

1. ASSUMPTION OF RISK

- 1.1 I am fully aware that participation in paragliding and hang-gliding and powered forms of either and all related activities are calculated, high risk activities that contain inherent risks and dangers (including serious injury or death) that no amount of care, caution, instruction, or expertise can eliminate. I voluntarily and freely choose to incur any and all such risks and dangers. By signing this document I acknowledge that I understand the scope, nature and extent of the risks involved in the activities contemplated by this agreement.
1.2 I further realise that there are risks involved which are unknown to me or unforeseeable
1.3 I further acknowledge that the risks and dangers are constantly changing and are numerous and not limited to, equipment failure, changing and unpredictable weather conditions, collisions with other paragliders, pilot error, negligence of instructors, operators, and other participants, and therefore, all the risks cannot be set out as examples in this document.

2. EXEMPTION FROM LIABILITY

- I, my heirs, executors, administrators or assigns or the participants or my estate hereby indemnify and hold harmless, now and in the future,
2.1 The South African Hang Gliding and Paragliding Association ("SAHPA"); and
2.2 the TFI Instructor and/or his/her company its owners, employees, contractors, agents, successors, or assigns, and any land-owners on whose premises our flying activities take place from any and all liability, claims, actions, and causes of action, whatsoever, arising out of any damage, loss, inclusive of my personal injury, my bodily injury, my death, and any damage to my property and/or any other personal or financial injury or loss, while upon the premises or in or around aircraft, motor units, paragliders, hang gliders, tow launch systems of any type, harnesses, or other vehicle, whether stopped or in motion, while participating in club flying, personal flying, demonstrations, training, paragliding flights, tandem paragliding or paraglider towing, hang gliding, hang glider towing, powered forms of either or any other activity, directly, or indirectly, contemplated by this agreement, including all associated activities, for example transportation, whether such loss, damage or injury results from the negligence or gross negligence, either active or passive, of any of the aforementioned people or entities.

3. TERMS OF USE OF EQUIPMENT AND INSTRUCTION

- 3.1 I agree to pay for all damages to or loss of equipment belonging to the TFI Instructor and/or his/her company, resulting from my use of equipment during solo flying, whether damage is intentional or unavoidable. 3.2 I understand that I am paying for instruction in the sports of paragliding and/or hang gliding, powered forms of either and all related activities. 3.3 I understand that any Tandem flight that I undertake as a passenger will be for the purposes of training only and I have duly completed the first flight student and temporary SAHPA membership form and paid the prescribed Membership fee.

4. HEALTH AND FITNESS

- 4.1 Paragliding or hang gliding and powered forms of either are strenuous physical and mental activities. I confirm that I am mentally and physically capable of participating in these activities, and declare that I have no existing medical condition that would prevent me from participating in these activities.

5. CANCELLATION OF POLICIES AND COST OF RESCUE AND MEDICAL ATTENTION

- 5.1 I acknowledge that I am aware of the fact that my participation in these paragliding or hang gliding, powered forms of either and all related activities may result in the cancellation of any policies I may have, inter alia, medical aid, policies over my life, retirement annuities, or any other insurance policies.
5.2 I authorize the TFI Instructor and/or his/her company, its owners, employees, contractors and agents to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon my transport to any such medical facility or hospital that not any of the aforementioned people shall have any further responsibility for me.
5.3 Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold harmless the TFI Instructor and/or his/her company, its owners, employees, contractors and agents of and from any costs incurred therein.

6. THIRD PARTY LIABILITY

I declare that, if, as a result of my negligence, or wilful misconduct, anyone suffers personal injury, death or financial injury, I hereby indemnify the TFI Instructor and/or his/her company, for any damages they may suffer as a result of defending any action brought against them or being liable to any third person in connection with my aforesaid act or omission.

7. JURISDICTION

I agree that this agreement shall be governed by the laws applicable to the Republic of South Africa, and all disputes and matters arising from and incidental to this agreement shall be litigated on in the appropriate courts in the Republic of South Africa to the exclusion of the courts of any other country:

I HEREBY DECLARE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS CONTENTS AND IMPLICATIONS, AND SIGN IT OF MY OWN FREE WILL AND BY ACCEPTING THE TEMPORARY STUDENT MEMBERSHIP LICENSE CARD AS LEGAL PROOF OF THIS AGREEMENT.

MEDICAL CONDITIONS (if any) :

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_
Name of Guardian: \_\_\_\_\_ Signature of consent and name of parent/legal guardian (for persons under 18 years of age)
SIGNATURE (Witness): \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_
Name of Witness: \_\_\_\_\_

Do you wish to receive any further information (please mark the following with an X) PAID [ ] Yes [ ] No R \_\_\_\_\_

[ ] No, I do not wish to receive further information

All flights are Instructional Tandem flights unless indicated by marking box below

[ ] Introductory SOLO training course undertaken if box marked with X

TFI / Instructor copy

ID/PASSPORT No: \_\_\_\_\_
WEIGHT: \_\_\_\_\_ KG'S
CONTACT No: \_\_\_\_\_
POSTAL ADDRESS: \_\_\_\_\_
POSTAL CODE: \_\_\_\_\_
E-MAIL ADDRESS: \_\_\_\_\_

Temporary Student membership card

DATE: \_\_\_\_/\_\_\_\_/20\_\_
NAME AND SURNAME: \_\_\_\_\_

SCHOOL OR COMPANY STAMP HERE

