



Waiver & Assumption of Risk

We will do everything in our control to make your instruction in hang gliding a safe and enjoyable one. However, these are the unavoidable facts of hang gliding life:

1. Your instructor, and others involved in making your flying possible are human beings who are capable of making mistakes. So are you.
2. Your equipment is made by human beings and can malfunction.
3. The air you fly in is not perfectly predictable or visible.
4. Hang gliding is NOT perfectly safe. We cannot offer any guarantees. We do not guarantee that our equipment nor that anyone involved in making your flight possible will perform flawlessly. You may be injured even if we and you do everything correctly.

We therefore require you to read and sign this "informed consent, assumption of risk, and release of liability" agreement before your instruction begins.

INFORMED CONSENT, ASSUMPTION OF RISK, INDEMNITY, AND WAIVER OF LIABILITY

THIS IS A LEGALLY BINDING CONTRACT BETWEEN me, _____ and Instinct Windsports Inc., a hang gliding school, including both individually and collectively all pilots, instructors, employees, agents, ground crew, tug pilots, volunteers, land owners, business owners, equipment owners and operators (hereinafter referred to collectively as "INSTINCT WINDSPORTS INC."). This contract also indemnifies GREENHORIZONS GROUP OF FARMS LTD., their lessee's and any other landowners or leaseholders.

SIGNING THIS IS PART OF THE PRICE I AM PAYING for being allowed to engage in hang gliding activities which include launching, flying, or landing a hang glider, as a student, a pilot, passenger, assistant, or spectator, riding or driving the golf cart, or any other activity incidental to instruction or participation in the sport of hang gliding (which includes Paragliding). *I will conduct myself in all respects and at all times in a responsible and safe manner so as to minimize the danger to my life and property, and that of others.*

THERE IS NO INSURANCE and NO WARRANTY of fitness for any purpose on any of the equipment used in the instruction or flights. I accept the equipment used in my flying activities "as is". I acknowledge that my hang gliding activities are not covered by any personal accident or general liability insurance covering INSTINCT WINDSPORTS INC..

I KNOW AND ACCEPT THAT HANG GLIDING IS DANGEROUS. I voluntarily accept all risks of participation in hang gliding activities, the dangers I know about, and those that I don't; the dangers that are foreseeable and those that are not; even if caused in whole or in part by the action, inaction, or negligence of INSTINCT WINDSPORTS INC.. I accept that no amount of care, caution, instruction, or expertise can eliminate all of the risks. I accept that as a result of the risks, I may be injured, my property may be damaged or destroyed, and I may even die.

I RECOGNIZE THAT LANDOWNERS AND THEIR LEASEHOLDERS, namely GREENHORIZONS GROUP OF FARMS LTD., upon whose property hang gliding activities are conducted, are completely separate and fully removed from INSTINCT WINDSPORTS INC. They are merely allowing INSTINCT WINDSPORTS INC. permission to enter their land, and they carry zero responsibility or discretion for any practices, procedures, actions and decisions related to hang gliding. Nevertheless, I specifically indemnify them below for any loss or injury that is incidental to my entering their land for hang gliding activities.

I EXEMPT, RELEASE, and INDEMNIFY INSTINCT WINDSPORTS INC. and GREENHORIZONS GROUP OF FARMS LTD. from any and all liability, claims, demands, or causes of action arising from any property damage, bodily injury, or death as a result of hang gliding activities. No damages, compensation, or other award will be payable to me or my estate by INSTINCT WINDSPORTS INC. or GREENHORIZONS GROUP OF FARMS LTD either individually or collectively in respect of any loss, damage, injury, or death. I will not sue or start any type of action that directly or indirectly requires compensation or defence by INSTINCT WINDSPORTS INC. or GREENHORIZONS GROUP OF FARMS LTD.. This is binding on my estate, heirs, survivors, assigns, executors, administrators, and legal representatives.

I ASSUME FULL AND SOLE FINANCIAL RESPONSIBILITY FOR ANY DAMAGES I MAY SUFFER OR CAUSE WHILE PARTICIPATING IN HANG GLIDING ACTIVITIES. I waive and repudiate the protection of any law or legal principle that would limit the effect of this contract.

I INDEMNIFY AND HOLD HARMLESS INSTINCT WINDSPORTS INC. and GREENHORIZONS GROUP OF FARMS LTD. from any damages or losses caused to any other person resulting from my hang gliding activities.

I HEREBY CONSENT to and authorize the use and reproduction by Instinct Windsports Inc. of any and all photographs, video recordings or audio recordings taken of Name of Participant for use on Instinct Windsports Inc. websites, in print and other media for the purposes of promotion, illustration, advertising, or publication, without compensation. All recorded media, prints and created media from the content shall constitute the property of Instinct Windsports Inc.

I AGREE that this consent, assumption of risk, indemnity, and waiver of liability remains in full force and effect so long as I continue to engage in hang gliding activities with INSTINCT WINDSPORTS INC. or any related entity or person. This contract remains in full legal force indefinitely unless revoked in writing.

THIS DOCUMENT IS EVIDENCE IN A COURT OF LAW

- a. My signature on this document constitutes an irrevocable admission of the facts stated herein.
- b. This document is my own statement in every respect.
- c. I have made no statements to INSTINCT WINDSPORTS INC. that conflict with, limit, or modify this contract, and INSTINCT WINDSPORTS INC. has said nothing to me that conflicts with the statements in this contract.
- d. I have had the unhurried opportunity to ask questions of INSTINCT WINDSPORTS INC., and have been given answers satisfactory to me.
- e. I have had sufficient time to reflect and consider the full implications of entering into this contract.
- f. I acknowledge that I either have had independent legal advice, or I have decided, after reflection, that I decline independent legal advice before signing.
- g. Any legal issue arising from this contract shall be dealt with in the Ontario Superior Court of Justice in Kitchener/Waterloo. I attorn to the jurisdiction of that court.

SIGNED at _____, Ontario on the ____ day of _____, 20____

(_____)  _____
INSTINCT WINDSPORTS INC. witness Participant Signature or Guardian if participant under 16

Print Name: _____ Email: _____

Address: _____ Phone: _____

Emergency Contact Name & #: _____

Tandems: Do you wish videos of your flights? \$25 for full video (we give you the SD card)