



USHPA MEMBERSHIP APPLICATION/RENEWAL FORM

Mail application & payment to PO Box 1330 Colorado Springs, CO 80901

Make checks payable to USHPA in \$USD.

CASH NOT ACCEPTED! MEMBERSHIP DUES ARE NON-REFUNDABLE.

MEMBER INFORMATION

Name _____ USHPA # _____

Address _____

Address 2 _____

City _____ State _____ Zip/Mail Code _____

Phone _____ Email _____

Birthdate (mm/dd/yyyy) _____ Gender Male Female Non-Binary Prefer Not to Say

MEMBERSHIP TYPE

<input type="checkbox"/> Pilot	<i>Non-Instructor Membership</i> – Required for pilot ratings & special skills	\$199
<input type="checkbox"/> Rogallo	<i>Instructor Membership</i> – Required for Instructor Certifications	\$425
<input type="checkbox"/> Contributing	<i>Non-Flying Membership</i> – Includes voting privileges	\$82

MAGAZINE POSTAGE PREFERENCE

<u>United States Residents</u>		
<input type="checkbox"/> Standard	Standard - No additional charge	\$0
<input type="checkbox"/> First Class Mail	First Class Mail - \$20	\$20
<u>International Residents</u>		
<input type="checkbox"/> Digital Magazine Only	Default Option - No additional charge	\$0
<input type="checkbox"/> Standard	Standard - \$35	\$35
<input type="checkbox"/> Airmail	Airmail - \$150	\$150

MAKE A DONATION TO USHPA – a 501(c)(3) non-profit organization

You can earmark your donation to one or more of the following funds:

- USHPA General Fund
 Accident Assistance Fund (AAF)
 Ladies' Fly-In Fund
 US Women's National Team Fund

Note: Due to fundraising regulations, USHPA cannot accept donations from residents of DC.

Donation Amount \$ _____

ADDITIONAL FEES (MAY APPLY)

Paper Processing Fee (*renewing members only - fee waived for new members and minors*) \$15

TOTAL FEES

Membership Fee (include family discount, if applicable)	\$ _____
Postage Fee	\$ _____
Donation	\$ _____
Paper Processing Fees	\$ _____
TOTAL	\$ _____

Once your membership has been processed, please visit the 'My Info' section of the website to set your security and communication preferences.

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

In consideration of the benefits of membership in **USHPA**, and in consideration of the benefits of the mutual agreement by other **USHPA** members to substantially similar agreements under which **Member** and persons owned, managed or controlled by **Member** are **RELEASED PARTIES**, **Member** (and the parent or legal guardian of **Member** if **Member** is under 18 years of age), for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children, assigns, and for any **RELEASED PARTIES** owned, managed or controlled by them, agrees as follows:

- A. I acknowledge and understand that ultralight vehicle operations are not safe and that every year many people participating in ultralight vehicle operations have suffered minor injury, major injury, life altering injury, paralysis, and even death.
- B. I have read Part 103 of the Federal Aviation Administration rules (and FAA Advisory Circular 103-7) which authorizes **Member** to participate in ultralight vehicle operations (for example: powered and unpowered hang gliders and paragliders (including mini-wings & speed-wings)), and I understand that the FAA authorization is premised upon **Member** assessing the dangers involved and **Member's** assumption of all responsibility for **Member's** personal safety.
- C. I represent that **Member** has fulfilled **Member's** obligation under Part 103 - that **Member** has personally assessed the dangers involved in **Member's** participation in ultralight vehicle activities; that **Member** knowingly assumes full and sole responsibility for **Member's** personal safety; that **Member** will assure **Member's** own personal safety; and that **Member** will not rely upon anyone except **Member** for **Member's** safety.

D. DEFINITIONS - The following definitions apply to terms used in this **Agreement**:

- 1. "**PARTICIPATION IN THE SPORT**" means attempted and/or successful acts of launching (or assisting another in launching), flying (whether as pilot in command or otherwise) or landing (including, but not limited to, crashing) any ultralight vehicle, including all steps connected to such activities, such as assembly, rigging, inspection, and disassembly of the glider, kiting and other ground handling of the glider, as well as the practicing of and honing of the skills used in such activities.
- 2. "**SPORTS INJURIES**" means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by **Member**, and, if **Member** is under 18 years of age, sustained by **Member's** parents and legal guardians, as a result of **Member's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any **USHPA** programs (for example: the **USHPA** Pilot Proficiency System).
- 3. "**RELEASED PARTIES**" means the following, including their owners, officers, directors, managers, agents, principals, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
 - a) The United States Hang Gliding and Paragliding Association, a California Non-profit Corporation ("**USHPA**");
 - b) Each **USHPA** Certified Instructor, Mentor, Observer, Examiner, TECH or Administrator that has ever been involved in **Member's PARTICIPATION IN THE SPORT** or the administration of any **USHPA** programs;
 - c) Each of the person(s) sponsoring and/or participating in the administration of **Member's USHPA** flight proficiency rating(s);
 - d) Each of the ultralight vehicle organizations that are chapters of **USHPA**;
 - e) 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 **Member's PARTICIPATION IN THE SPORT** takes place;
 - f) Each of the property owners on or over whose property **Member's PARTICIPATION IN THE SPORT** takes place; and
 - g) All persons involved, in any manner, in ultralight vehicle operations at the location(s) where **Member 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, coaches, administrators, owners of ultralight vehicles, and owners of ultralight vehicle equipment and tow equipment.

E. 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 MEMBER'S 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.

F. 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**.

- G. I agree that this **Agreement** shall be governed by and construed in accordance with the laws of the State of Colorado.
- H. Any lawsuit, or other proceeding, concerning any **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.

I. 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.

J. 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.

K. This Agreement shall apply to any and all SPORTS INJURIES occurring at any time after the execution of this Agreement by Member. This Agreement is in addition to and is not intended to replace any other agreements related to liability for SPORTS INJURIES that Member (or Member'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, Member (and Member'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.

L. I represent that Member is at least 18 years of age, or, that the undersigned is the parent or legal guardian of Member and is making this Agreement on behalf of the undersigned and Member. If the undersigned is the parent or legal guardian of Member, the undersigned AGREES TO INDEMNIFY AND REIMBURSE the RELEASED PARTIES for their defense and indemnity from any claim or liability in the event that Member suffers SPORTS INJURIES as a result of Member'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.

M. 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 **MEMBER** IN CONNECTION WITH ULTRALIGHT VEHICLE OPERATIONS.

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

Member's Signature	/_____/_____ Date	Print Member's Name
Signature of Member's Parent or Legal Guardian if Member under 18 years of age	/_____/_____ Date	Member's USHPA Number