



UNITED STATES HANG GLIDING & PARAGLIDING ASSOCIATION, Inc.

As you renew your membership, please consider the following options as to the best option for you.

| | <u>Subscriber</u> \$52 US / \$63 Intl | <u>Contributor</u> \$58 US / \$69 Intl | <u>Pilot</u> \$75 US / \$96 Intl | <u>Rogallo</u> *\$270 US / \$291 Intl |
|--|--|---|-------------------------------------|--|
| • 12 Issues of <i>Hang Gliding and Paragliding</i> Magazine | • | • | • | • |
| • Voting rights | | • | • | • |
| • Must sign USHPA Release, Waiver and Assumption of Risk Agreement | | • | • | • |
| • Access to USHPA Third Party Liability Insurance (3PLI) | | | • | • |
| • Access to USHPA Pilot Proficiency Program (Rating System) | | | • | • |
| • Access to USHPA Instructor Ratings | | | | • |
| • Access to USHPA Instructor Liability Insurance (ILI)* | | | | • |

* For more information about the ILI, visit www.ushpa.aero/mag_article.asp?id=33

Family Discount – While this isn't a membership class like the others, it's a discount to the membership classes, designed for families where there is more than one USHPA member in the household, who want only one copy of the magazine. Remember, in order to qualify for the Family Discount, you must submit the last name and member number of the person in your family who has the full membership. That person can either be a Contributor, Pilot, or Rogallo member, but they must live within the same house as you. Discounted memberships include all the same benefits for that membership class.



USHPA MEMBERSHIP APPLICATION/RENEWAL FORM

Membership is effective ONLY upon payment of dues, signing of the USHPA Release, Waiver and Assumption of Risk Agreement, and acceptance of your application by USHPA.

I HAVE READ, UNDERSTAND AND AGREE TO THE OFFICIAL USHPA RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT AND HAVE SIGNED IT AND PROVIDED IT TO USHPA.

| | | | |
|--------------|---------------|--------------------------|-----------|
| Name | | Renewing Member's USHPA# | |
| Address | | | |
| Address | | | |
| City | State | Zip | Phone () |
| Gender (M/F) | Birthdate / / | Email | |

MEMBERSHIP CLASSES - Choose Division & Membership Type

Please check one: HG PG Both

Please check one:

Pilot Member – Non-instructor. Voting rights, HG & PG magazine subscription (postage included) & access to Pilot Rating & 3rd Party Liability Insurance. *Waiver Required. Faxed waiver accepted for renewals only.*

Rogallo Member – Instructor. Pilot Member benefits plus access to Instructor Ratings, Certification, Temporary Member Forms & Instructor Insurance. *Waiver Required. Faxed waiver accepted for renewals only.*

Contributing Member – Available to non-rated members only. *No Insurance.* Voting rights, HG & PG magazine subscription (postage included). *Waiver Required. Faxed waiver accepted for renewals only.*

***Family Discount** – Save \$32 when at least one other full-paying Member resides in the same household – same address. No Magazine.

Please fill out this form.
SIGN AND DATE THE WAIVER.
CC payment slip attached.



COST

\$75 USA (*\$43 Family)
\$96 Non-USA (*\$64 Family) \$ _____

\$270 USA (*\$238 Family)
\$291 Non-USA (*\$259 Family) \$ _____

\$58 USA (*\$26 Family)
\$69 Non-USA (*\$37 Family) \$ _____

Fully paid Member's USHPA#

_____ (required for discount)

Magazine Subscription Only – HG & PG magazine, postage included. *NO membership benefits & NO insurance coverage.*

\$52 USA
\$63 Non-USA \$ _____

Magazine Mail Options – Faster, additional annual cost. **1st Class:** USA \$34

Airmail: Canada \$44; Mexico \$56; Western Hemisphere \$96; Europe \$96; Other \$105 Optional Mail Upgrade \$ _____

Tax Deductible Contributions – USHPA General Fund

(All listed are 501 (c) 3 non-profits)

CloudBase Foundation

Foundation for Free Flight

Contributions to USHPA \$ _____

Contributions to CBF \$ _____

Contributions to FFF \$ _____

USHPA, a non-profit 501(c) 3, matches up to \$500 annually of your contributions to the Foundation for Free Flight (FFF), for a total of \$30,000.

| | | |
|---|---------------------------------------|--|
| \$ _____ FFF General | \$ _____ FFF Site Preservation | \$ _____ FFF US National Paragliding Team |
| \$ _____ FFF Safety & Education | \$ _____ FFF Hang Gliding Competition | \$ _____ FFF US National Hang Gliding Team |
| \$ _____ FFF Women's Hang Gliding Competition | \$ _____ FFF Paragliding Competition | |

Put credit card information on Payment Slip, or send a check.

Total \$ _____

Email & Privacy Preferences – Via your email, USHPA can contact you about membership & flying-related issues.

OPT IN or OUT to more by checking the boxes below. <http://www.usHPA.aero/email.asp> or www.usHPA.aero/privacypolicy.asp

Send me information about USHPA membership benefits, services or offers.

Exclude me from receiving the quarterly e-Newsletter "The Landing Zone"

Send me information about USHPA competitions.

Exclude me from receiving Regional Director candidate information during elections.

Exclude my ratings from the "Ratings Issued" page on the USHPA Web site.

Exclude me from receiving PilotConnect Messages

Exclude my contact information from Instructor/Appointment lists: "Where to Learn"

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits to be derived from membership in the USHPA, 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. 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) a hang glider or paraglider.
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). If **Pilot** is under 18 years of age, the term **"SPORTS INJURIES"** means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Pilot** as well as **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Pilot's** parents or 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, agents, 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 of the person(s) sponsoring and/or participating in the administration of **Pilot's** proficiency rating(s);
 - c) Each of the hang gliding and/or paragliding organizations that are chapters of the USHPA;
 - d) 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;
 - e) Each of the property owners on or over whose property **Pilot** may launch, fly and/or land;
 - f) All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the site(s) where **Pilot PARTICIPATES IN THE SPORT**. "All persons involved" includes, but is not limited to, spectators, hang glider and/or paraglider pilots, powered ultralight pilots, assistants, drivers, instructors, schools, observers, and owners of hang gliding and/or paragliding equipment; and
 - g) All other persons lawfully present at the site(s) during **Pilot's PARTICIPATION IN THE SPORT**.

B. 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.

C. 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**.

D. I AGREE THAT this **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of California. 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 California, U.S.A. to the exclusion of the Courts of any other State or Country, and I consent to the Personal Jurisdiction of such Courts located in the State of California, U.S.A. in connection with all such disputes and matters. Claim or suit involving any such disputes or matters must be brought, if at all, within twelve (12) months of the accrual of such cause of action.

E. SEVERABILITY. 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 extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

F. CONSTRUCTION. 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 such agreements, **Pilot** (and **Pilot's** parents or legal guardians) intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.

G. 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.

H. 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 HANG GLIDING AND/OR PARAGLIDING 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 HANG GLIDING/PARAGLIDING.

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

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



Credit Card Payment Slip US Hang Gliding & Paragliding

Please attach applicable forms or applications

Name on Application/Form *(not Card holder's name)*

Member #

Phone

()

Credit Card # (Visa | MC | Amex)

Expiration (MO/YR)

Total Paid

Please use this slip instead of adding information to the applications provided by the US Hang Gliding & Paragliding Association. We are dedicated to protecting your privacy. We destroy this slip after processing and keep the original application in your file. Thank you! Questions? (800) 616-6888 or info@ushpa.aero

Some forms and applications available online at www.ushpa.aero/forms.asp