



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 _____
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	\$150
<input type="checkbox"/> Rogallo	<i>Instructor Membership</i> – Required for Instructor Certifications	\$294
<input type="checkbox"/> Contributing	<i>Non-Flying Membership</i> – Includes voting privileges	\$82
<input type="checkbox"/> Family Member Discount	Save \$18 when one other <u>full-paying member</u> resides at the same address. USHPA Member Number of full-paying family member _____ (required for discount)	Save \$18

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 **Pilot** and persons owned, managed or controlled by **Pilot** are **RELEASED PARTIES**, **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, assigns, and for any **RELEASED PARTIES** owned, managed or controlled by them, agrees as follows:

- A.** I have read Part 103 of the Federal Aviation Administration rules (and FAA Advisory Circular 103-7) which authorizes me to participate in ultralight vehicle flight (for example: powered and unpowered hang gliders and paragliders (including mini-wings & speed-wings)), and I understand that the FAA authorization is premised upon me assessing the dangers involved and my assumption of all responsibility for my personal safety.
- B.** I represent that I have fulfilled my obligation under Part 103 - that I have personally assessed the dangers involved in my participation in ultralight vehicle flight, and I knowingly assume full and sole responsibility for my personal safety and that I will assure my own personal safety.
- C. 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) any vehicle operated under Part 103 of the FAA rules.
 2. "**SPORTS INJURIES**" means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by a participant as a result of participant's **PARTICIPATION IN THE SPORT** and/or as a result of the administration of any USHPA programs (for example: the Pilot Proficiency System), and, If a participant is under 18 years of age, "**SPORTS INJURIES**" also includes the **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by the participant's parents and legal guardians, as a result of the participant'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, managers, 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 **USHPA** Certified Instructor, Mentor, Observer, Examiner, TECH or Administrator that has ever been involved in **Pilot's** flying activities;
 - c) Each of the person(s) sponsoring and/or participating in the administration of **Pilot's** proficiency rating(s);
 - d) Each of the hang gliding and/or paragliding 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 **Pilot** launches, flies and/or lands;
 - f) Each of the property owners on or over whose property **Pilot** may launch, fly and/or land; and
 - g) All persons involved, in any manner, in ultralight vehicle operations at the location(s) where **Pilot PARTICIPATES IN THE SPORT**, except for hang glider pilots and paraglider pilots who are not members of **USHPA**. "All persons involved" includes, but is not limited to, spectators, hang glider pilots, paraglider pilots, powered ultralight pilots, assistants, drivers, tow equipment operators and owners, instructors, schools, observers, examiners, mentors, administrators, owners of hang gliding equipment, and owners of paragliding equipment.
- D. PILOT FOREVER RELEASES AND DISCHARGES THE RELEASED PARTIES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT PILOT MAY HEREAFTER HAVE FOR PILOT'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.**
- E. PILOT WILL NOT SUE OR MAKE A CLAIM** against any of the **RELEASED PARTIES** for loss or damage on account of **Pilot's SPORTS INJURIES**. If **Pilot** violates this **Agreement** by filing such a suit or making such a claim, **Pilot** will pay all attorneys' fees and costs of the **RELEASED PARTIES**.
- F. Pilot** agrees that this **Agreement** shall be governed by and construed in accordance with the laws of the State of Colorado.
- G.** 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.
- H.** 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**.
- I.** 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.
- J.** This **Agreement** shall apply to any and all **SPORTS INJURIES** to **Pilot** occurring at any time after the execution of this **Agreement** by **Pilot**. This **Agreement** is in addition to and is not intended to replace any other agreements related to liability for **SPORTS INJURIES** to **Pilot** 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 any part, article, paragraph, sentence or clause of such agreements, **Pilot** (and **Pilot'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.
- K. The undersigned represents that Pilot** is at least 18 years of age, or, that the undersigned is the parent or legal guardian of **Pilot** and is making this **Agreement** on behalf of the undersigned and **Pilot**. If the undersigned is the parent or legal guardian of **Pilot**, the undersigned **AGREES 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.
- L. PILOT VOLUNTARILY ASSUMES ALL RISKS, KNOWN AND UNKNOWN, OF SPORTS INJURIES TO PILOT, 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 ULTRALIGHT VEHICLES.

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