

**RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT
AGREEMENT AND RELEASE OF LIABILITY**

In consideration for being permitted to access the property known as Sentinel Peak Park "A" Mountain and any other City of Tucson owned property for the purposes of Hang Gliding and Paragliding, as defined below. I _____ for myself, my guests, my personal representatives, heirs, executors, next of kin, spouse, partners and assigns, do agree as follows:

A. I hereby RELEASE, WAIVE AND DISCHARGE the City of Tucson, its departments, officers and directors, the property owners, any adjoining property owners, (Released Parties) from any and all liability, claims, demands or causes of action that I may hereafter have for injuries and damages arising from my Hang Gliding and Paragliding EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

(Initial here if you understand and agree to the above statement _____)

B. I Further agree that I will not sue or make claims against the Released Parties for damages or other losses sustained as a result of my participation in Hang Gliding and Paragliding.

(Initial here if you understand and agree to the above statement _____)

C. I understand and acknowledge that my use of the property for Hang Gliding and Paragliding has inherent dangers including death that no amount of care, caution, instruction or experience can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED AS A RESULT OF MY HANG GLIDING AND PARAGLIDING ON CITY OF TUCSON OWNED PROPERTY WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

(Initial here if you understand and agree to the above statement _____)

D. I have been advised and recognize that recreational activities are not covered by any medical, personal accident, general liability insurance or municipal self-insurance program policy issued to the Released Parties.

(Initial here if you understand and agree to the above statement _____)

E. I am a member of, and will maintain membership in, the United States Hang Gliding Association and the Southern Arizona Hang Glider Association in order to provide the City of Tucson with liability insurance for any claims against the City that might arise from my Hang Gliding or Paragliding on or from City property. I also agree to fully cooperate in the defense of the City of Tucson.

(Initial here if you understand and agree to the above statement _____)

F. I agree that this agreement shall be governed by and constructed in accordance with the laws of the State of Arizona, Pima County & Tucson, AZ. All disputes and matters whatsoever 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 AZ, USA to the exclusion of the Courts of any other State or Country. In any such litigation, I will pay all attorneys' fees and costs for the Released Parties if they are the prevailing party.

(Initial here if you understand and agree to the above statement _____)

G. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF MY INJURIES, DEATH, OR ANY DAMAGES ARISING FROM MY HANG GLIDING AND PARAGLIDING ON SAID PROPERTY EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES TO THE FULL EXTENT ALLOWED BY LAW.

H. Hang Gliding and Paragliding shall mean launching (and/or assisting another in launching), flying (whether as pilot in command or otherwise), and/or landing (including, but not limited to, crashing) a hang glider or paraglider.

I. I affirm that I am of legal age and on freely signing this document, I have read this document & I understand that by signing, I am giving up legal rights or remedies that may be available against the City of Tucson or any other parties listed above.

Dated: _____ Signature: _____

Dated: _____ Witness: _____