

## RELEASE OF LIABILITY/LIABILITY WAIVER FORM

By signing below, I, \_\_\_\_\_, acknowledge that all activities sponsored or conducted by The Imperial Flyers Club, Inc. (hereinafter, the Club) are likely to be extremely hazardous and may result in accident, loss, damage, or injury ranging from broken bones to paralysis or death. Such events may result from any maneuver, whether difficult or not, or could result from defective equipment.

With full knowledge of these dangers, and intending to be legally bound, I hereby agree for myself and on behalf of all of my family and heirs to RELEASE the Club and any of its representatives, agents, directors, officers, members, fellow flyers (hereinafter collectively referred to as "Imperial Flyers") and owners of any equipment or property upon which the equipment is located, including but not limited to Gilbert Wiseman, the owner of the property on which the Imperial Flyers' rig is located at 7635 Stuart St., Westminster, CO, (hereinafter, collectively referred to as "Owners") from any and all liability claims, demands or any causes of action, and NOT TO SUE OR OTHERWISE make ANY CLAIMS against the Imperial Flyers or Owners whatsoever which may arise during my participation in any activities of the Club or the Imperial Flyers.

I intend this RELEASE OF LIABILITY to be effective whether or not any loss, damage, injury or death RESULTS FROM THE NEGLIGENCE of the Imperial Flyers or Owners. I understand that negligence means a failure to do an act which a reasonably careful person would do, or the doing of an act which a reasonably careful person would not do, under the same or similar circumstances to protect him or herself, or others, from accident, injury or death. I understand that there are no professional or certified trainers, spotters, or catchers and that a reasonably careful person would probably not even think of participating in the activities of the Club. I will follow the advice of and use the services of amateur coaches, spotters, catchers and fellow flyers at my own risk.

I agree to be solely responsible for my own safety and to take every precaution to provide for my own safety and well-being while participating in activities sponsored or conducted by the Club, including inspecting all equipment and make my own assessment as to whether it is safe and free from all defects. This RELEASE AND WAIVER is given in the interest of permitting the Club to exist and serve the flying community and to enable my fellow flyers, Gilbert Wiseman and me to feel free to donate our services and to help each other without fear of liability. I further understand that there is no insurance coverage for the Club or any of the equipment or property and that I have represented to the Club that I have my own medical insurance in full force and effect. I understand that any claim for coverage of medical bills will be submitted to my own insurance company.

My release is given in exchange for the ability to use the Club and the Imperial Flyers' equipment, located on Gilbert Wiseman's property and similar waivers to be granted on my behalf by other members of the Club. This RELEASE AND WAIVER has no expiration date.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Insurance Carrier \_\_\_\_\_ Group # \_\_\_\_\_ ID# \_\_\_\_\_

In EMERGENCY, contact \_\_\_\_\_ addr. \_\_\_\_\_ phone \_\_\_\_\_

### **IF ANY PARTICIPANT IS UNDER 18, PARENT OR GUARDIAN MUST READ AND SIGN BELOW.**

I am the legal guardian of the above minor participant and have read the above application and RELEASE AND WAIVER. I hereby consent to the terms stated above and RELEASE AND WAIVER on behalf of named minor participant, and give my consent to the participation of the above named minor in all activities of Imperial Flyers Club, Inc. on the terms stated.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent or Legal Guardian