

RELEASE & WAIVER OF LIABILITY AGREEMENT
(And Agreement to Voluntarily Assume Risk Of injury Or Death)

WHEREAS, the undersigned person (hereby referred to as "Releaser") desires to be permitted to operate or ride in a motor less glider that is owned by or aero towed by a powered aircraft owned or operated by Nevada Soaring Association (hereinafter referred to as "NSA") or Sierra Fliers, Nevada corporations; and

WHEREAS, in consideration of being permitted to operate or ride in an NSA and Sierra Fliers glider, or to receive an aero tow from a tow plane owned or operated by NSA or Sierra Fliers. Releaser is willing to voluntarily **assume the risk** of any accidental injury or death, or other accidental loss or damage of any nature resulting from the potential danger which is inherent to soaring or gliding, and is further willing to **release from liability for negligence** the NSA and Sierra Fliers and its pilots, members, officers, directors and employees; and

WHEREAS, the undersigned Releaser understands and agrees that NSA and Sierra Fliers will provide gliders and/or provide aero towing services to Releaser, only on the condition and in consideration of Releaser first signing and executing this Release & Waiver of Liability Agreement; and

WHEREAS, the undersigned Releaser understands that operating or occupying motor less gliders, both in free flight and while being aero towed, include inherent risks or dangers of accidental injury or death; and

WHEREAS, the undersigned Releaser fully understands that flying or occupying motor less gliders either in free flight or while being towed by powered aircraft, are different in many respects from flying and piloting other aircraft, and therefore involve special risks not generally associated with flying of other types of aircraft including but not limited to the risk of a mid-air collision, a wind gust accident, a tow rope break, a forced landing due to lack of lifting or rising air, and numerous other accidental occurrences, including crashes; and

WHEREAS, the undersigned Releaser is willing to **release** NSA and Sierra Fliers and its pilots, members, officers directors and employees from any liability for negligence or for the unknowing providing of a defective product, and is willing to **voluntarily assume the risk** of injury or death resulting there from;

NOW, THEREFORE, in consideration of the permission granted to the undersigned Releaser to fly, operate or ride in a glider that is owned by NSA or Sierra Fliers, or to receive an aero tow in any glider that is towed by NSA or Sierra Fliers the undersigned Releaser unconditionally agrees as follows:

Initials

1. Releaser hereby **WAIVES** and **RELEASES** NEVADA SOARING ASSOCIATION, INC., and SIERRA FLIERS and its respective officers, directors, stockholders, members, employees, or pilots from all claims or causes of action which Releaser now has or may in the future obtain against NEVADA SOARING ASSOCIATION, INC, and SIERRA FLIERS for any accidental injuries or death which Releaser may sustain arising from the use of a NSA or Sierra Fliers glider, or while being towed by a powered aircraft owned or operated by NSA or Sierra Fliers or any of its pilots, members, officers directors and employees;

2. Releaser hereby voluntarily **ASSUMES THE RISK** of accidental injury or death, which may occur from the negligence of NSA and Sierra Fliers, including but not limited to negligent maintenance or possible defects of NSA and Sierra Fliers gliders or NSA and Sierra Fliers tow aircraft; and

3. Releaser acknowledges that Releaser is in good physical condition, Is physically able to operate or occupy a glider both in free flight and while being aero towed, and fully understands that by signing this **RELEASE AGREEMENT**, Releaser is giving up and waiving valuable legal rights; and

4. Releaser further agrees that this **RELEASE AGREEMENT** is binding upon Releaser's estate, executor, administrator, spouse, children, and heirs at law.

5. This agreement shall be construed under the law of Nevada.

This agreement signed and executed in Washoe County, Nevada.

DATED: _____

Printed Name of Releaser: _____

Printed Address of Releaser: _____

And hereby signed and agreed by:

Releaser

NSA and Sierra Fliers by: _____