

Name: \_\_\_\_\_

**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 Soar the West LLC

WHEREAS, in consideration of being permitted to operate or ride in Soar the West, 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** Soar the West and its pilots, members, officers, directors and employees; and

WHEREAS, the undersigned Releaser understands and agrees that Soar the West LLC will provide gliders 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** Soar the West LLC 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 Soar the West LLC the undersigned Releaser unconditionally agrees as follows:

\_\_\_\_\_Initials

1. Releaser hereby **WAIVES** and **RELEASES** Soar the West LLC 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 Soar the West LLC for any accidental injuries or death which Releaser may sustain arising from the use of a Soar the West LLC glider.

2. Releaser hereby voluntarily **ASSUMES THE RISK** of accidental injury or death, which may occur from the negligence of Soar the West LLC, including but not limited to negligent maintenance or possible defects.

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: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**And hereby signed and agreed by:**

\_\_\_\_\_  
**Releaser/Parent or Guardian if flyer is under 18**

Soar the West LLC manager: \_\_\_\_\_

Printed Name of manager: \_\_\_\_\_