

DAYTON POWERED PARAGLIDING L.L.C

NOTE: Dayton PPG must have your signed original RELEASE AND WAIVER before instruction will be given.

RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AGREEMENT

In consideration for the rental, lease, purchase or use of an ultralight, paraglider and/or other related or unrelated equipment and accessories (hereinafter referred to as the "Equipment"), and/or the provision of instruction, training, facilities or other services by Dayton Powered Paragliding L.L.C. (hereinafter referred to as "Dayton PPG") and/or any officer, member, manager, employee, pilot, instructor, agent, representative or affiliate thereof, in connection with my participation in the sport and recreational activities of motorized or non-motorized flight, and all related activities, including without limitation launching, take-off, flying, landing and all related instruction and training activities, I hereby represent, warrant, covenant, agree and intend to be legally bound as follows:

1. I acknowledge that powered paragliding activities constitute dangerous sport and recreational activities involving flight and that my participation in these activities may result in property damage and/or bodily injury, including death to myself and/or other persons. _____ [initial here]

2. I acknowledge that there are no warranties associated with Equipment purchased, rented, leased or used by me, or the training, instruction or other services provided or made available to me in connection with my participation in powered paragliding activities. ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY SPECIFICALLY AND EXPRESSLY EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE EQUIPMENT, SERVICES, TRAINING OR INSTRUCTION. I accept the Equipment, training and instruction as is and acknowledge that I have personally examined the Equipment and facilities prior to my use of same. _____ [initial here]

3. I RELEASE AND DISCHARGE DAYTON PPG, ITS RESPECTIVE OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, PILOTS, INSTRUCTORS, AGENTS, REPESENTATIVES AND AFFILIATES, AND ANY AND ALL OWNERS OF THE EQUIPMENT, REAL PROPERTY AND FACILITIES USED FOR POWERED PARAGLIDING ACTIVITIES (hereinafter referred to as "Released Parties"), FROM ANY AND ALL

LIABILITY, DAMAGES, LOSSES, DEMANDS, CAUSE OF ACTION OR CLAIMS WHATSOEVER, ARISING IN ANY JURISDICTION, AT LAW OR IN EQUITY, THAT I OR MY HEIRS, BENEFICIARIES, LEGAL REPRESENTATIVES, SUCCESSORS, OR ASSIGNS HAVE OR MAY HEREAFTER HAVE FOR, UPON, BY REASONS OF OR IN CONNECTION WITH MY PARTICIPATION IN POWERED PARAGLIDING ACTIVITIES, INCLUDING WITHOUT LIMITATION DAMAGES OR LOSSES CAUSED BY THE ACTIONS, INACTION AND/OR NEGLIGENCE OF THE RELEASED PARTIES. _____ [initial here]

4. I understand and acknowledge that powered paragliding activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate. I acknowledge that I may suffer minor or serious injury, up to and including death, as a result of my participation in powered paragliding activities, including without limitation as a result of equipment malfunction or failure, pilot error, acts or omissions of other parties, or unpredictable weather or other unforeseen conditions or circumstances outside of my control. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY DAMAGE AND PERSONAL INJURY, INCLUDING DEATH SUSTAINED WHILE PARTICIPATING IN POWERED PARAGLIDING ACTIVITIES WHETHER OR NOT CAUSED BY THE ACTIONS, INACTION OR NEGLIGENCE OF ANY OF THE RELEASED PARTIES. _____ [initial here]
5. I agree that I WILL NOT SUE, MAKE A CLAIM, COMMENCE ANY LEGAL PROCEEDING OR INVESTIGATION OR OTHERWISE TAKE (OR CAUSE OR ALLOW ANY OTHER PARTY TO TAKE ON MY BEHALF) ANY LEGAL ACTION AGAINST THE RELEASED PARTIES, or any of them, for any damages or losses whatsoever sustained as a result of my participation in powered paragliding activities. _____ [initial here]
6. I agree to indemnify and hold harmless the Released Parties from and against any and all claims, damages, losses and liabilities including without limitation attorneys' fees and expenses and costs of enforcement of this Release of Liability, Waiver of Legal Rights and Assumption of Risk Agreement, incurred by any Released Party in connection with any claim or action whatsoever relating to my participation in powered paragliding activities. _____ [initial here]
7. I agree to comply with all operating rules and procedure of Dayton PPG and to comply with all instructions and training directions of the Released Parties, and to operate the Equipment and use the facilities in a safe and responsible manner so as to minimize the danger to the life or property of any individual.
_____ [initial here]

8. I understand that this Release of Liability, Waiver of Legal Rights and Assumption of Risk Agreement constitutes a release of the liability of certain third parties, a waiver of certain of my legal rights, and an assumption by me of all risks associated with my participation in powered paragliding activities.
_____ [initial here]

9. I acknowledge that this Release of Liability, Waiver of Legal Rights and Assumption of Risk Agreement shall continue in full force and effect for so long as I engage in powered paragliding activities which are in any way provided by or connected to or with any of the Released Parties. _____ [initial here]

10. This Release of Liability, Waiver of Legal Rights and Assumption of Risk Agreement shall be binding upon me and my heirs, beneficiaries, legal representatives, successors and assigns, and shall be governed by and enforced in accordance with the laws of the State of Ohio, without giving effect to the conflict of laws principles thereof. In the event that any provision contained in this Release of Liability, Waiver of Legal Rights and Assumption of Risk Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, said provision shall be enforced to the maximum extent permitted by law and the remaining provisions contained herein shall be unaffected. _____ [initial here]

11. This Release of Liability, Waiver of Legal Rights and Assumption of Risk Agreement may be used in court as evidence that I have expressly agreed to release any and all claims against the Released Parties, to waive certain of my legal rights and to assume all of the risks associated with my participation in powered paragliding activities. I have not executed any instrument or agreement, nor have I made any oral statement, that contradicts or conflicts with any provision of this Release of Liability, Waiver of Legal Rights and Assumption of Risk Agreement. _____ [initial here]

I HAVE CAREFULLY READ THE ENTIRE CONTENTS OF THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND THE ENTIRE CONTENTS HEREOF. I HAVE BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS CONCERNING THE CONTENTS HEREOF AND THE CONSEQUENCES OF MY EXECUTION OF THIS AGREEMENT AND I HEREBY SIGN SAME VOLUNTARILY AND OF MY OWN FREE WILL.

(Participant's signature)

(Date)

(Address and Telephone Number)

(Emergency Contact and Relationship to Participant)

