

Hang Glider Paraglider

Pass # _____

SUNSET MOUNTAIN, Inc.

(and) **Ellenville Flight Park: Annual Membership 2009**

FEES BEFORE Feb 28: \$165.00 Pilot (\$125.00 Pilots in a family) after Feb 28 :(\$185.00, \$140.00)

(Under 18/ over 70 years old = complimentary)

MAKE CHECKS PAYABLE TO: SUNSET MOUNTAIN, Inc.

(Mail to: Tony Covelli, 80 Hang Glider road, Ellenville, NY 12428)

Name _____

Street/Apt/PO Box _____

City _____ State _____ Zip _____

Home Phone (____) _____ Work Phone (____) _____ email _____

Emergency Contact Name _____ Phone (____) _____

Important Medical information, if any _____

USHPA # _____ Expiration Date _____ Region# _____ Rating _____

Skills _____ Glider Type/Model _____ Glider Size _____

Instructor? Observer? Examiner? First Aid? (details) _____

Ellenville Site Flying Rules

- | | |
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| <p>1. <u>All Pilots must:</u></p> <ul style="list-style-type: none"> a. annually, Sign a current waiver before flying b. be a CURRENT USHPA member c. Have a full year or CURRENT Temporary pass, And have sticker visible <p>2. Mandatory equipment includes:</p> <ul style="list-style-type: none"> a. CERTIFIED glider- must be airworthy. b. parachute c. secondary hang loop d. steel locking carabiner e. approved head protection | <p>3. Flying under the influence of intoxicants is Prohibited.</p> <p>4. Any incidents MUST be reported to Tony Covelli and The USHPA.</p> <p>5. NO unleashed dogs.</p> <p>6. Camping area is in the LZ by the creek. Camping is For full one-year members. NO LITTERING.</p> <p>7. No unauthorized RVs.</p> <p>8. No unauthorized tandem flying.</p> <p>9. No unauthorized top landings.</p> <p>10. No motorized flight from launch or LZ</p> |
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Ellenville Site Rating Requirements

Ellenville is a Hang 3 Para 4 site. Hang 2 Pilots may fly **ONLY** under the an exemption granted on a case by case basis by the landowner, and **only under the supervision of their own instructor for their first ten mountain flights**, and thereafter only under the supervision of a **USHPA Observer/Instructor** until they earn their Hang 3 rating. **Failure to comply may result in removal of flight privileges and/or revocation of their rating, without refund of any or all dues paid. NO EXCEPTIONS.** Only the landowner may grant any paragliding exceptions.

I have read the above rules and understand breaking them may result in loss of membership without refund. This application is valid only with a signed, **RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT, AND A SIGNED RELEASE HAS BEEN PROVIDED TOGETHER WITH THIS APPLICATION.**

Signature _____ Date _____

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

I acknowledge that there are risks and dangers involved in the sports of hang gliding and paragliding as well as using THE PREMISES, (as defined below), for hang gliding, paragliding or for ANY other purpose including but not limited to activities such as swimming, biking, horseback riding, volleyball, hiking, camping, walking, running, playing, etc.

In consideration of permission to enter and use THE PREMISES, as defined in the following paragraph, which are used by hang glider and paraglider pilots as a launch and landing area, **I, (PRINT NAME)** _____, for myself, my personal representatives, heirs, executors, next of kin, spouse and assigns, do agree as follows:

A. DEFINITIONS

- 1. **"THE PREMISES"** means all the property owned by Antonio (Tony) Covelli and Sunset Mountain, Inc., which is used directly or indirectly in the sport of hang gliding and/or paragliding.
- 2. **"PARTICIPATION IN THE SPORT"** means launching (and/or assisting another in launching) flying (whether as a pilot or passenger) and/or landing (including, but not limited to crashing) a hang glider or paraglider.
- 3. **"MY SPORTS INJURIES"** means my personal injury, my bodily injury, my death, my property damage and/or any other personal or financial injury sustained by me as a result of either my **PARTICIPATION IN THE SPORT** or as a result of any other recreational activities while on THE PREMISES.

B. I RELEASE, WAIVE AND DISCHARGE the following persons ("**RELEASED PARTIES**") from any and all claims and liability for any and all claims and liability for my **SPORTS INJURIES**, however caused, even if caused by the negligence (whether active or passive) of any of the **RELEASED PARTIES**, to the full extent allowed by law.

The persons I am releasing, including the owners, officers, directors, agents, employees, spouses, officials, (elected or otherwise), members, contractors, subcontractors, lessors, or lessees are:

- 1. Antonio (Tony) Covelli, and Sunset Mountain Inc.
- 2. Southern New York Hang Gliding Association (SNYHGPA), all its members, officers, agents, and appointees.
- 3. United States Hang Gliding and Paragliding Association (USHPA).
- 4. All persons involved, in any manner, in the sports of hang gliding and paragliding on THE PREMISES. "All persons involved" include but are not limited to ALL USHPA CERTIFIED INSTRUCTORS AND OBSERVERS.
- 5. Each of the other local property owners on or over who's property I may launch, fly and/or land.

C. I WILL NOT SUE OR MAKE CLAIM against any of the **RELEASED PARTIES** for loss or damage on account of **MY SPORTS INJURY**. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorney's fees and costs of the **RELEASED PARTIES**. **I ACKNOWLEDGE** that **MY SPORTS INJURIES** are not covered by any insurance issued to the **RELEASED PARTIES**.

D. I agree this AGREEMENT shall be governed by and constructed in accordance with the **laws of the State of New York**. **All disputes and matters** whatsoever arising under, in connection with to this agreement **shall be litigated, if at all**, in and before a court located in the **state of New York, USA** to the exclusion of the Courts of any other state or country.

E. SEVERABILITY. If any part, article, paragraph, sentence, or clause of this agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

F. CONSTRUCTION. This agreement shall apply to any and all **SPORTS INJURIES** occurring at any time after the execution of this agreement. This agreement is in addition to and is not intended to replace any other agreements related to liability for **SPORTS INJURIES** that **Pilot** may have signed, either in the past, or in the future. To the extent that there is any conflict between such agreements, **Pilot** intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.

G. I REPRESENT THAT Pilot is at least 18 years of age ,or, that I am the parent or legal guardian of **Pilot** and am making this agreement on behalf of myself and **Pilot**. If I am the parent or legal guardian of **Pilot**, **I AGREE TO INDEMNIFY AND REIMBURSE the RELEASED PARTIES** for their defense and indemnity from any claim or liability in the event that **Pilot** suffers **SPORTS INJURIES** as a result of **Pilot's PARTICIPATION IN THE SPORT**, even if caused in whole or any part by the negligence (whether active or passive) of any of the **RELEASED PARTIES**.

H. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF MY SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BT THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES, TO THE FULL EXTENT OF THE LAW.

I have read, understand, and agree to the above RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT.

PARTICIPANT'S SIGNATURE _____ DATE _____ USHPA# _____ EXP. DATE _____ RATING _____

WITNESS'S SIGNATURE _____ DATE _____ WITNESS PRINT _____