

**CAROLINA SOARING ASSOCIATION
SPARTANBURG, SOUTH CAROLINA**



AGREEMENT, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

We at Carolina Soaring Association (CSA) agree to do our best to provide you with a safe and enjoyable glider ride. The sailplane in which you will be riding as a passenger is being operated in accordance with all FAA regulations and is certified to be airworthy. Your glider will be flown by a Certified Flight Instructor or a Commercial glider pilot.

We fully expect that your introduction to the sport of flying sailplanes will be safe and comfortable. Nevertheless, every sport has its own inherent risks and by signing this form you agree to assume those risks. Inherent risks include (and are not limited to) such things as equipment malfunctions, structural failures, collisions (both on the ground and in the air), a change in weather conditions, and tow rope failures. Accordingly, you acknowledge that soaring and other flight related activities are potentially dangerous, and that accidents may result in injury or death.

You also acknowledge that CSA, its officers, and its members have given you no guarantees or warranties as to the safety of flight activities.

You also have certain responsibilities for the safe conduct of your flight. You must listen carefully to the pre-flight briefing on the ground. You must not approach or stand on the runway until instructed to do so and remain well clear of the tow plane anytime the engine is running, whether or not it is moving. In the air you must act strictly in accordance with all commands and instructions of the pilot. In the discretion of the ride pilot, cameras may be allowed but must either be on a strap around your neck, remain in your hands or be stowed in one of the side pouches in the cockpit. Under no circumstances should a camera be placed in your lap or between your legs as it may slip away and jam the flight controls. The same rules apply to cell phones.

After having read the foregoing, you hereby covenant not to sue CSA, its officers or members and agree to release and forever discharge them from all liability and responsibility, whether in tort, contract, or otherwise, for any injury, loss, or damage suffered by you as a result of a glider flight including flight related activities (both in the air and on the ground), including property loss or bodily injury or death, however caused, including negligence, unless due to gross negligence or willful misconduct.

You further agree to indemnify, save harmless and defend CSA, its officers and members from all claims, demands, actions, and causes of action by any other person, including your heirs, executors, insurers, successors and assigns in consequence of any injury, loss or damage suffered by you in connection with glider flight activities.

This Agreement binds your estate and will inure to the benefit of CSA, its officers and members.

I have read the above and understand it. I am entering into this binding agreement of my own free will and not under duress.

Passenger: Name: _____
Address: _____
E-mail: _____ Phone: _____
Passenger Signature: _____ Date: _____

Parent or Guardian: Name: _____
Parent or Guardian Signature: _____ Date: _____
(Parent or guardian signature required if passenger is less than 18 years of age)

CSA Representative: Name: _____
Signature and Title: _____ Date: _____