

**Horseshoe Bend Flight Park**  
**HANG GLIDING, PARAGLIDING, GROUND LAUNCHING**  
**SPEEDFLYING AND/OR ULTRALIGHT RELEASE OF LIABILITY,**  
**WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK**

In consideration for the renting, licensing, purchasing or leasing of Hang Gliding or Speedflying or Paragliding or Ground Launching and/or Ultralighting from **Horseshoe Bend Flight Park, LLC / Justin Boer, Scott Edwards, and Steve Loomis (property owner)** and/or the utilizing of the facilities, ground school, instruction, premises, and equipment of **Horseshoe Bend Flight Park, LLC / Justin Boer and Scott Edwards** in engaging in the sport of Hang Gliding, Paragliding, Speedflying, Ground Launching and/or Ultralighting ground instruction, flight instruction and related activities, (hereinafter collectively called "gliding"). I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that gliding is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap and even injury to participants. I understand that I may suffer a broken limb, paralysis or fatal injury while participating in the sport of gliding (Initial here \_\_\_\_\_).
2. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of gliding equipment by me and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID GLIDING EQUIPMENT IS FIT FOR ANY PURPOSE, and that I am accepting the said gliding equipment as is. I hereby acknowledge that I will personally examine the said gliding equipment prior to my using of the same (Initial here \_\_\_\_\_).

**I hereby RELEASE AND DISCHARGE HORSESHOE BEND FLIGHT PARK, LLC AND JESSE, LLC (Initial here \_\_\_\_\_) in the State of IDAHO (Initial here \_\_\_\_\_) in the Town of HORSESHOE BEND (Initial here \_\_\_\_\_) and their officers, directors, elected officials, agents, employees, instructors, pilots and owners of equipment and the land used for gliding activities (herein collectively referred to as "Released Parties"), from any and all liability, claims, demands or causes of action that I may hereafter have for injuries/damages arising out of my participation in gliding activities, including but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (Initial here \_\_\_\_\_).**

3. I understand and acknowledge that gliding activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN GLIDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (Initial here \_\_\_\_\_).
4. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in gliding activities (Initial here \_\_\_\_\_).
5. I will take full responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result on my engaging in gliding activities (Initial here \_\_\_\_\_).

6. I agree that I will operate the said gliding equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual (Initial here \_\_\_\_\_).
7. I have read and understood the above, and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me of all risks arising out my engaging in gliding activities (Initial here \_\_\_\_\_).
8. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for whom I am (adult) legal guardian, or I may suffer while engaging in gliding activities (Initial here \_\_\_\_\_).
9. I further represent that this Release of Liability, Waiver of Legal Rights and Assumption of Risk shall continue in full force and effect for so long as I engage in gliding activities which are in any way connected to or with the Released Parties (Initial here \_\_\_\_\_).
10. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Gliding activities including any claims by the negligence of the Released Parties by any of the undersigned (Initial here \_\_\_\_\_).

**I HAVE READ THIS RELEASE OF LIABILITY, USHPA WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGNED IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT (Initial here \_\_\_\_\_).**

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_