

## NOTES:

Before you can complete the IHPA on-line membership registration process you must print out the waiver form below:

- Fill in your name and address
- Sign and date the bottom of the form
- A witness must sign and date the form below your signature
- The witness must provide their address

Once you have completed this form, scan or photograph it, making sure that the final image:

- Is clearly readable and suitably cropped
- Is at least 768 pixels wide x 1024 pixels high
- The final image size does not exceed 2048Kb (2Mb)
- The image is saved in the .jpg or .gif file format

If you can neither scan nor photograph the completed document then you must send the form back to the IHPA Treasurer by ordinary post. You can contact the IHPA Treasurer via the IHPA website (Contacts link in the main menu.)

The IHPA Release, Waiver & Assumption of Risk Agreement is a legal document.

You will also need the following to complete the rest of your on-line membership registration:

- A copy of your insurance policy document
  - .pdf or .jpg or .gif format only (.pdf format preferred.)
- A passport style photograph for your membership card
  - Photo should be 250 pixels wide x 300 pixels high. If you don't know how to crop and resize the image then email it to us at [website@ihpa.ie](mailto:website@ihpa.ie) and we'll do it for you.)
  - Photo can be .gif or .jpg format
- A less formal photograph of your face that will appear on your profile page and beside your forum posts
  - Photo should clearly show your face – no helmets – no sun glasses.
  - Photo should be 200 pixels wide x 265 pixels high.
  - Photo can be .gif or .jpg format.

If you have any difficulty doing any of the above please contact Phil Lardner ([website@ihpa.ie](mailto:website@ihpa.ie)) who will be happy to help you out.

Your membership will not become active or valid until the IHPA is in possession of a correctly completed, signed and witnessed waiver form and a copy of your insurance document.

**Insurance Discount:** Axa Insurance are offering a 10% discount to IHPA members. To obtain the discount you need to supply Axa with your IHPA Membership/NAC number, which you can find, after completing the membership registration process, by logging-in to the IHPA website and going to 'My Profile'. Please remember to upload your new Insurance Policy Document to your profile once you receive it. Your IHPA membership will not be fully activated until you do this. Contact Phil Lardner ([website@ihpa.ie](mailto:website@ihpa.ie)) if you need help or have any questions.

# IHPA Release, Waiver & Assumption of Risk Agreement



In consideration of the benefits to be derived from membership in the **Irish Hang Gliding & Paragliding Association Ltd. (IHPA)**, \_\_\_\_\_ (Pilot name) and the parent or legal guardian of Pilot if Pilot is a minor, for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

A. **DEFINITIONS** - The following definitions apply to terms used in this Agreement:

1. "**PARTICIPATION IN THE SPORT**" means launching (and/or assisting another in launching), flying (whether as pilot in command or otherwise) and/or landing (including, but not limited to, crashing) a hang glider or paraglider.

2. "**SPORTS INJURIES**" means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by Pilots as a result of Pilot's **PARTICIPATION IN THE SPORT** and/or as a result of the administration of any IHPA programs. If Pilot is under 18 years of age, the term "**SPORTS INJURIES**" means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by Pilot as well as personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by Pilot's parents or legal guardians, as a result of Pilot's **PARTICIPATION IN THE SPORT** and/or as a result of the administration of any IHPA programs.

3. "**RELEASED PARTIES**" means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), independent contractors, sub-contractors, lessors and lessees:

- The Irish Hang Gliding & Paragliding Association Ltd, the National Governing Body for hang gliding and paragliding in Ireland (IHPA), its Directors, Officers and Committee Members.
- Each of the person(s) sponsoring and/or participating in the administration of Pilot's proficiency rating(s).
- Each of the hang gliding and/or paragliding and/or other organizations which are affiliated to the IHPA.
- Each of the property owners on or over whose property Pilot may launch, fly and/or land.

B. **I FOREVER RELEASE AND DISCHARGE the RELEASED PARTIES** from any and all liabilities, claims, demands, or causes of action that I may hereafter have for **SPORTS INJURIES**, however caused, even if caused by the negligence (whether active or passive) of any of the **RELEASED PARTIES** to the fullest extent allowed by law.

C. **I WILL NOT SUE OR MAKE A CLAIM** against any of the **RELEASED PARTIES** for loss or damage on account of **SPORTS INJURIES**. If I violate this agreement by filing such a suit or making such a claim I will pay all attorneys' fees and costs of the **RELEASED PARTIES**.

D. **I AGREE THAT this AGREEMENT** shall be governed by and construed in accordance with the laws of Ireland. All disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in Ireland to the exclusion of the Courts of any other 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. **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 defence 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 in part by the negligence (whether active or passive) of any of the **RELEASED PARTIES**.

G. **I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.**

E. This **Release, Waiver & Assumption of Risk Agreement** will **remain in force** unless specifically revoked in writing to the Treasurer and acknowledged as received (in writing) by the Treasurer.

I have read, understand, and agree to this, **Release, Waiver & Assumption of Risk Agreement**.

Pilot Name (Block Capitals): \_\_\_\_\_

Pilot Signature & Date: \_\_\_\_\_

Witness Name & Address: \_\_\_\_\_