

## HOLD HARMLESS / RELEASE AGREEMENT

READ AND INITIAL EACH OF THESE PROVISIONS BEFORE DECIDING WHETHER TO PARTICIPATE, OBSERVE, PURCHASE OR BEGIN TRAINING FOR, OR USING ANY PRODUCTS, OR PARTICIPATE IN PARAGLIDING, PARAMOTORING, HANG GLIDING, AVIATION AND ANY FORM OF POWERED OR UNPOWERED TOWING. SIGNING THIS DOCUMENT RESULTS IN YOUR GIVING UP VALUABLE LEGAL RIGHTS TO SUE STUART B. CARUK d.b.a. TOWMEUP.COM, USHGA, AERO SPORTS CONNECTION, PARAGLIDING OR POWERED PARAGLIDING INSTRUCTORS, HANG GLIDING INSTRUCTORS AND SCHOOLS, LANDOWNERS, LEASING PARTIES OF LAND & PROPERTIES, BUILDINGS, FACILITIES OR ANYONE RESPONSIBLE FOR THE CONDITIONS OF THE PROPERTIES, FACILITIES, OR ANY EQUIPMENT USED, OR ANY OTHER PERSON OR ORGANIZATION FOR ANY LOSS, INJURY, OR DEATH YOU MAY SUFFER AS THE RESULT OF PARTICIPATION, USAGE, TRAINING, EQUIPMENT PURCHASED OR OTHERWISE OBTAINED, OR SUPERVISION EVEN IF IT IS THE RESULT OF NEGLIGENCE. YOU ARE AGREEING IS BY SIGNING YOUR SIGNATURE BELOW THAT YOU ACKNOWLEDGE AND UNDERSTAND THIS AND THAT THIS DOCUMENT IS IN ACCORDANCE WITH THE BYLAWS OF THE STATE OF WASHINGTON.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_

READ AND UNDERSTAND EACH PROVISION OF THIS AGREEMENT AND SO INDICATE BY PLACING YOUR INITIALS IN THE SPACE PROVIDED AT THE END OF EACH PROVISION.

**WARNING!** Aviation, powered paragliding, paragliding, paramotoring, paraglider towing, hang gliding, and hang glider towing are high-risk sports in which sprains, breaks and injury are common, as is the risk of death.

In consideration of Stuart B. Caruk d.b.a. TowMeUp.com allowing  
(Print Name) \_\_\_\_\_

to utilize facilities, purchase, lease, rent, borrow, or otherwise obtain goods and/or services, and/or participate in powered paragliding, paragliding, paramotoring or paraglider towing, hang gliding or hang glider towing, it is agreed that:

- 1) ASSUMPTION OF RISK: I am fully aware that powered paragliding, paragliding, paramotoring, paraglider towing, hang gliding, and hang glider towing and all associated activities are calculated, high risk activities that contain inherent risks and dangers (including serious injury or death) that no amount of care, caution, instruction, or expertise can eliminate. I voluntarily and freely choose to incur any and all such risks and dangers. By signing this document I acknowledge that I understand the scope, nature and extent of the risks involved in the activities contemplated by this agreement. \_\_\_\_\_
- 2) EXEMPTION FROM LIABILITY: I hereby fully discharge the state, county, airport operators, land owners, paraglider/wing/gear/paramotor/hang glider equipment manufacturers, Stuart B. Caruk, TowMeUp.com, employees, contractors, successors, or assigns, from any and all liability, claims, actions, and causes of action, whatsoever, arising out of any damage, loss, or injury to me or my property while upon the premise or in or around aircraft, motor units, paragliders, hang gliders, tow launch systems of any type, harnesses, or other vehicle, whether stopped or in motion, while participating in club flying, personal flying, demonstrations, training, paragliding flights, tandem paragliding or tandem powered paragliding, powered paragliding, paraglider towing, hang gliding, hang glider towing or any other activity directly, or indirectly, contemplated by this agreement, whether such loss, damage or injury results from the negligence, either active or passive of Stuart B. Caruk, TowMeUp.com AND/OR ANY OF THE PARTIES IDENTIFIED IN THIS DOCUMENT, or from any other cause or causes. \_\_\_\_\_
- 3) COVENANT NOT TO SUE: I agree never to institute any suit or action at law or otherwise and hereby instruct my heirs, executors and administrators never to institute any suit or action at law or otherwise against Stuart B. Caruk, TowMeUp.com, OR ANY OTHER PARTY IDENTIFIED BY THIS DOCUMENT, nor to assist nor initiate the prosecution of any claim for damages or cause of action which I, my heirs, executors or administrators may have by reason of damage, injury or death to my person or property arising from the activities contemplated by this agreement. \_\_\_\_\_
- 4) INDEMNITY AGAINST THIRD PARTY CLAIMS: I agree to indemnify, save and hold harmless all persons involved directly or indirectly, Stuart B. Caruk, TowMeUp.com, AND/OR ANY OF THE PARTIES IDENTIFIED IN THIS DOCUMENT, from any and all losses, claims, actions, or proceedings of every kind and character. This includes REIMBURSEMENT OF ALL LEGAL COSTS, REASONABLE COUNSEL FEES AND ALL LOSSES FINANCIALLY incurred by all parties mentioned, Stuart B. Caruk, TowMeUp.com, OR ANY OTHER PARTY IDENTIFIED BY THIS DOCUMENT, for the defense of any actions that may arise directly, or indirectly, by any persons or organizations which arise from the activities contemplated by this agreement. \_\_\_\_\_
- 5) CONTINUATION OF OBLIGATIONS: I agree and acknowledge that the terms and conditions of the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNIFY AGAINST THIRD PARTY CLAIMS shall continue in full force and effect now and in the future, and at all times during my participation, either directly or indirectly in the activities of Stuart B. Caruk, TowMeUp.com, OR ANY OTHER PARTY IDENTIFIED BY THIS DOCUMENT, and shall be binding upon my heirs, executors and administrators of my estate. \_\_\_\_\_
- 6) INSURANCE: I understand that if I require, or want, insurance I must provide my own. Further, I understand that Stuart B. Caruk, d.b.a. TowMeUp.com does not provide or have insurance of any type, either life, liability, or medical. Nor do any of the parties identified in this document. \_\_\_\_\_
- 7) TERMINATION: I can terminate this agreement ONLY by sending written notice of termination, and returning all items purchased or otherwise obtained from Stuart B. Caruk d.b.a. TowMeUp.com to Stuart B. Caruk or TowMeUp.com at 23102 NE 3<sup>rd</sup> Avenue, Ridgefield, WA 98642 postage or shipping prepaid return receipt requested. The termination of this agreement will not be effective until 30 days after the notice and any items or goods are returned to Stuart B. Caruk or TowMeUp.com. \_\_\_\_\_
- 8) SEVERABILITY: If any part, article, paragraph, sentence, or clause of this Agreement is not enforceable, the affected portion 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.
- 9) SUMMARY: I hereby recognize that this agreement is a CONTRACT pursuant to which I have released any and all parties from liability for any loss either to my person or property, EVEN IF SUCH LOSS RESULTS FROM NEGLIGENCE OF ANY PARTY IDENTIFIED IN THIS DOCUMENT, either singly or collectively. Further, I understand that if I institute any suit or action at law against any of the identified parties for any loss, no matter how minor or severe, to my person or property this document will be used in court. I UNDERSTAND THAT AGREEMENTS OF THE TYPE HAVE BEEN UPHELD IN COURTS IN SIMILAR CIRCUMSTANCES.  
ALL I HAVE READ, SIGNED AND AGREED TO IS IN ACCORDANCE TO THE BYLAWS OF THE STATE OF WASHINGTON. \_\_\_\_\_

