Soaring Tigers *Non-Member* Release From Liability

This is an important and legally binding document which limits the liability of Soaring Tigers, Inc., an IRS Section 501(c)(3) charitable organization ("the Club"), its officers, board members, members and flight instructors, and their respective successors, heirs and assigns. <u>PLEASE</u> <u>READ THIS CAREFULLY BEFORE SIGNING</u>.

Flying in gliders, also known as soaring, and related ground operations involve, like all aviation activities, inherent risks which may be related to, among other causes, negligent or otherwise improper operation by a pilot, negligent or otherwise improper instruction by a flight instructor, weather conditions, airworthiness and condition of the glider, airworthiness and condition of a tow plane and tow rope, irregularities and obstacles on the runway and other surfaces of the airport, mid-air collisions with other aircraft, off-airport landings, controlled or uncontrolled flight into the ground, collisions with persons or vehicles or equipment on the ground, incapacitation of a pilot, and collisions between persons and aircraft, other persons, vehicles or equipment while on the ground even while assisting with or observing flight operations or ground-handling of gliders (collectively, "Glider Operation Risks").

ALL OF THESE RISKS INCLUDE THE POSSIBILITY OF ACCIDENTS INVOLVING SERIOUS OR FATAL INJURY.

By participating in the activities of the Club, including but not limited to flight and ground operations and activities, I agree as follows:

- I understand that participation in the activities of the Club exposes me to Glider Operation Risks, and I voluntarily accept all such risks and agree not to sue the Club or any of its officers, members, board members, flight instructors, or agents (or any of their respective successors, heirs and assigns) if I am injured in any way during any Club related activity, regardless of any negligence on the part of the Club or any of its respective flight instructors, officers, board members, members, flight instructors, or agents.
- 2. I have read and reviewed this document carefully and understand that I am agreeing not to assert legal rights that I might otherwise have the right to assert in the event I suffer personal injury or death as a result of my participation in the activities of the Club.
- 3. I execute this document in partial consideration of the benefits provided to me as a result of my participation in Club activities as a non-member, including but not limited to flight in the Club's aircraft and assistance from other Club members, including its flight instructors, each of whom provides such assistance, and, in the case of its flight instructors, flight instruction, on a volunteer basis without compensation by the Club or me.

I also understand that, independent of the terms of this document, the provisions of the Volunteer Protection Act of 1997 may preclude me from recovering damages for harm I may suffer caused by the acts or omissions of any volunteer while acting within the scope of his responsibilities for a charitable organization.

Date: _____

Signature: _____

Printed Name: _____

If under age of 21, Signature of Parent or Legal Guardian:

PLEASE PRINT AND SIGN THREE ORIGINAL COPIES OF THIS DOCUMENT AND KEEP ONE SIGNED ORIGINAL FOR YOUR RECORDS