

# Hang Gliding & Paragliding Association of Canada Association Canadienne de Vol Libre

#302 – 5628 Birney Avenue, Vancouver, BC, V6S 0H7 Phone: 877-370-2078 (toll-free)

Email: admin@hpac.ca

# TEMPORARY 60 DAY NON-RESIDENT MEMBERSHIP APPLICATION

Issued to non-resident pilots as proof of temporary insurance and membership in the Hang Gliding and Paragliding Association of Canada / Association Canadienne De Vol Libre. Coverage of \$5,000,000 Third-party Bodily and Property Damage Liability with \$5,000 deductible for each property damage claim. Insurance valid in Canada only. Permanent residents of Canada are not eligible for temporary insurance.

| Fee \$40   | Date Paid: | Membership Expiry Date: |
|------------|------------|-------------------------|
| Issued to: | Name:      | Country:                |
| Issued by: | Name:      | HPAC/ACVL #:            |
|            |            |                         |

This top part goes to the temporary member. Cut along this line, below.

This bottom part is to be sent to the HPAC

# **CERTIFICATE OF TEMPORARY MEMBERSHIP AND INSURANCE**

### HPAC/ACVL MEMBERS PLEASE NOTE:

• Any member of the HPAC/ACVL may collect an application for a temporary membership.

• Fill both halves of the form (cut this sheet at the dotted line) and ensure that the applicant signs the waiver.

- Give the top portion to the temporary member as proof of membership and insurance.
- Return this bottom portion and waiver to the HPAC/ACVL Office (address at the top) with the \$40 fee.
- DO NOT DELAY. The HPAC/ACVL office needs this application on file.
- Be sure to fill out form completely and legibly so that the registration is proper and the insurance is valid.

Payment: money order in Canadian dollars or Canadian cash only.

| First Name:                        |          | _ Last Name: |              |  |
|------------------------------------|----------|--------------|--------------|--|
| Address:                           |          | City:        |              |  |
| State or province:                 |          | Postal Code: | Postal Code: |  |
| Country:                           | Email: _ | Phone:       |              |  |
| Rating:                            | Country: | IPPI Rating: |              |  |
| Emergency Contact name (required): |          | Phone:       |              |  |
| Signature of Temporary Member:     |          | Date:        |              |  |
| Collected By: Name:                |          | HPAC/ACVL#:  |              |  |
| Signature of HPAC/ACVL Member:     |          | Date:        |              |  |



# HANG GLIDING AND PARAGLIDING ASSOCIATION OF CANADA

## **RELEASE, WAIVER, INDEMNITY, and ASSUMPTION OF RISK**

#### **DEFINITION of "Hang Gliding":**

All activities or programs associated with the preparation for and participation in unpowered flight of a hang glider or paraglider, including training, instruction, tandem flights, recreational flying, competitions, fly-ins, clinics, towing programs, advice or representations by certified HPAC/ACVL instructors in good standing pertaining to, and/or the provision of, and/or sale of, hang gliding and/or paragliding equipment, or other events.

#### **DEFINITION of "Releasee":**

The owners, lessors, and occupiers of land upon which Hang Gliding occurs, whether or not they have granted permission for the use of their property for Hang Gliding, and **The Hang Gliding and Paragliding Association of Canada also known as Association Canadienne De Vol Libre ("HPAC" or "ACVL")**, all clubs comprised primarily of HPAC members or Hang Gliding schools in which all instructors are certified by HPAC, The Aeroclub of Canada, The Federation Aeronautique Internationale and its Commission Internationale de Vol Libre, and their respective officers, directors, representatives, employees, volunteers and members, all HPAC/ACVL certified instructors in good standing, and any and all other persons, corporations, partnerships, societies, clubs or other forms of business organizations or entities, acting in any capacity whatsoever, in the provision, promotion, organization, production, facilitation, and operation of Hang Gliding, and Meet Directors of HPAC/ACVL sanctioned competitions and their designated volunteers.

#### IN CONSIDERATION FOR being permitted to participate in Hang Gliding I,

\_ release

and discharge Releasee from all liability. I waive as against Releasee all recourses, claims, causes of action of any kind whatsoever, in respect of all personal injuries or property losses, specifically including, but not limited to, any claims for loss of income, which I may suffer arising out of or connected with, my preparation for, or participation in Hang Gliding, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Releasee.

#### I KNOW and I ADMIT as incontestable fact(s) that:

- Hang Gliding is **very dangerous, exposing participants to many risks and hazards**, some of which are inherent in the very nature of the sport itself, others which result from human error and negligence on the part of persons involved in preparing, organizing and staging of Hang Gliding activities;
- As a result of those risks and hazards, I as a participant may suffer serious personal injury, disability, and even death, as well as property damage or loss;
- Some of the risks and hazards are foreseeable, others are not;
- □ I freely and voluntarily assume all risks and hazards of my participation in Hang Gliding. My preparation for, and participation in Hang Gliding is entirely at my own risk. I am solely responsible for my own safety;
- □ I do NOT have any pre-existing medical condition(s), including but not limited to, heart conditions, high or low blood pressure, asthma, panic disorders, separated shoulders, joint issues, torn ligaments and/or severe allergies, or if I do have such condition(s), I have determined that such condition(s) and/or any prescribed or other medication(s) I may take will NOT impair my ability, or that of my fellow participants, to participate safely in Hang Gliding. If I am under the care of a Doctor, utilize an epi-pen, inhaler, and/or any medications in relation to the foregoing or any other condition, I will disclose the same to any HPAC/ACVL certified instructor from whom I receive instruction.
- I understand and agree that Release is in no way responsible whatsoever for my safety during the course of my preparation for, or participation in any Hang Gliding;
- □ I have carefully read this **RELEASE**, **WAIVER**, **INDEMNITY**, **AND ASSUMPTION OF RISK** agreement. I fully understand it, and I am freely and voluntarily signing my name in full agreement;
- By signing this document I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Releasee for any loss or damage to any property or for personal injury that I may sustain while participating in or preparing for Hang Gliding programs or activities, whether or not such loss or injury is caused solely or partly by the negligence of Releasee;
- □ I have been provided with a reasonable opportunity and have been encouraged to seek independent legal advice prior to signing this agreement;
- This **RELEASE**, **WAIVER**, **INDEMNITY**, **AND ASSUMPTION OF RISK** is binding on me, my heirs, my executors, administrators, personal representatives and assigns; and
- □ I have had sufficient opportunity to carefully read this entire document. I have read and understood it. I have not signed this document under any duress or coercion by any other person or persons. I have chosen to sign it of my own free will and choice. I have obtained independent legal advice before signing or have chosen to waive obtaining such advice. I agree to be bound by its terms.

| Signature of Participant: (You must sign here) | Date(Y-M-D): |
|--|--------------|
| Participant Name (Block Letters here):         | · · ·        |
| Signature of Witness (Must sign here):         | Date(Y-M-D): |
| Witness Name (Block Letters here):             | · ,          |

#### FOR MINOR PARTICIPANTS

Page 1 of waiver (previous) plus the following:

I am a parent/guardian having full legal responsibility for decisions regarding my minor child/ward. I have read, understood, and agree with all of the above. All of the releases, waivers, indemnities, and assumptions of risk equally bind both my minor child/ward and myself on their behalf. I fully indemnify Releasee against all causes of action by my minor child/ward.

| Signature of Parent/Guardian(s) (Must sign here) |              |
|--|--------------|
| 1)   | Date(Y-M-D): |
| 2)   | Date(Y-M-D): |
| Parent/Guardian(s) Name(s) (Block letters here)  |              |
| 1)   |              |
| 2)   |              |
| Signature of Witness (Must sign here):           | Date(Y-M-D): |
| Witness Name (Block Letters here):               |              |