Soar Like an Eagle…
Tandem Paragliding Adventures…
Vail Valley Paragliding
Call TODAY - (970) 845-7321

Fly Tandem for the Thrill of a Lifetime!!!

Contact:
David Champaign: 970 / 845-7321

No experience necessary -
All you need is Desire!!!

Daily Flights - Weather Permitting.
Ages 12 - 80 - Health Permitting.
Weight 90± to 225± lbs.

Instructional Bellyache Ridge
Edwards Morning Flights
8am + 9:30am
$205

Wolcott Sunset Flights
$275

You’ve always dreamed of flying.
Now’s your chance!
Call TODAY to book your adventure.

Visit us on-line: www.VailValleyParagliding.com

"All or part of this operation is conducted on Public Lands under a special permit from the U.S. Bureau of Land Management"
TANDEM PARAGLIDING RIDES

Passenger Check List

♦ **Dress in layers:** Long pant legs; or shorts in combination with a zip up or slip on outer pant is ideal. Short sleeve T-Shirt with a light long sleeve windbreaker or long sleeve shirt. Footwear should ideally have sufficient ankle support; hiking or snowboarding boots. You'll need to be able to run in them. If not then wear comfortable tennis shoes with mid ankle height socks. Before and immediately after the flight you will want to dress down to stay cool depending on the weather.

♦ **Refreshment:** Bring plenty of bottled water, fruit or snack bars. If you are going to bring it with you on the flight then make it something that can be packed away without crushing it. Hint; you can freeze your water or snack bars the night before so that they are good and cold when you want them.

♦ **Transportation:** For your comfort I would recommend that you bring your own transportation so that you can depart directly after your flight. It would be helpful if you have a friend or family member accompany you and act as a driver to return our transportation to the landing area while we are flying. We will meet at our Bellyache landing zone and then carpool to the launch site on Bellyache Ridge. If you do not have your own transportation we will provide it, but expect delays and to be packed together with loads of equipment. Your friend can man a camera or video camera and then drive our car back down to the landing zone to meet you.

♦ **Equipment:** We shall provide a helmet and gloves. However, should you have your own gloves that fit you properly this may be preferable. You can also take a disposable camera with you on the flight. I’d recommend that you attach a string to it so that if dropped it can be easily retrieved. I also have digital cameras for you and family members. All other equipment shall be provided for your flight. You will be required to sign a statement of health, a release of liability and waiver and release of liability from the United States Hang Gliding Association. Tandem Paragliding flights are afforded by a special FAA exemption on an instructional basis for the purpose of promoting the sport.

♦ **Directions to Bellyache Ridge:** If we don’t make plans to meet at one of the local coffee shops then we shall meet at a designated time at our landing zone in Edwards. To get there exit I-70 at Edwards (Exit NO. 163) and travel south on Edwards Access Road. At the main stop light in Edwards take a right on the frontage road – Highway 6. Continue traveling west until you pass the trailer park on either side of the road. Turn right on Hill Crest Dr. over the bridge over the Eagle River. Just the other side of the tracks; take a left on Red Canyon Estates Road and travel parallel to I-70 headed west. Travel straight ahead when you come to a small amount of pavement (located near a turn to the right and passage under I-70 that serves Red Mountain Canyon). Check the mirror and slow down being aware that traffic can exit this passage under I-70. Be alert. Just a couple of hundred feet further down a dirt road you will be stopped from traveling further by a gated fence. Pull your car to the side of the road and wait here. Most likely several other vehicles will park here as the pilots aggregate.

♦ **Contact:** All Paraglider Pilots carry commercial band radios tuned locally to frequency 151.925 MHz. Stop any pilot and ask him to attempt to contact any other pilot you may need. If you have brought a friend along we can provide them with a radio so that you can communicate with them during your flight. Or if you prefer you can get out your own Talk-Abouts and stay in touch this way. This is helpful for staying in touch. Cellular telephone service in the landing zone is hit and miss, however, if you wish to contact David Champaign you can dial 970/845-7321 to reach him on his cell phone or leave a message for him. It’s important to be on time.

♦ **Requirements:** Ideally your weight should be between 100 and 225 pounds US; although we can accommodate passengers outside these weights with advance notice and proper conditions. Let your pilot know exactly how much you weight so that he can appropriate. Prior to your flight you shall be briefed on flight plan, a few directive commands and use of the equipment.

♦ **Website:** Visit us on-line at:  [www.VailValleyParagliding.com](http://www.VailValleyParagliding.com)
Imagine being a modern Daedalus, strapping on your wing and gliding above the earth — paragliding, in fact, on a wing of nylon. The basic skills are easy to learn, and flying on the first day is common. The equipment is simple, lightweight and relatively inexpensive compared to other aircraft. A paraglider is often confused with a parasail, which is towed behind a boat under a vented circular parachute. Paragliding offers much more of the flying experience. Launched by running down a slope into a breeze, the pilot can gently glide down hundreds or sometimes thousands of feet to a designated landing area. More experienced pilots can launch into the more active rising air to thousands of feet above the point of launch, soaring for several hours and traveling several miles cross country. A simple wing — the kind of aircraft Leonardo da Vinci could have loved.

LAUNCHING: Each launch consists of three phases:
1. Inflating the canopy
2. Controlling and checking the canopy
3. Launching the canopy

The first step in a successful launch is “building a wall.” By using the wind to inflate your canopy you can clearly see the direction of the wind and get a general feel of wind speed.

INFLATED AIRFOIL:

Leading edge
Trailing edge
A-lines
B-lines
C-lines
Brakes

Lines: Made of high-strength kevlar or spectra with a protective nylon sheath.

Brakes: Control the trailing edge of the canopy, useful for turning and increasing the angle of attack.
C-lines: Rear stabilizers
B-lines: Forward stabilizers
A-lines: Control the leading edge of the canopy, the speed bar attaches to A-lines

Risers: Attach lines to harness with carabiners
Harness: Seat structure usually equipped with a karabiner back protector.
Reserve parachute: Hope for the best, prepare for the worst.

A paraglider has a life span of about 300 hours of ultraviolet exposure.

RAM AIR INFLATED AIRFOIL:

Nylon mesh: Keeps cells open

Helmet with HAM radio: Helpful to keep contact with other pilots and ground crew

Brake toggles: Used for steering the glider

Variometer and/or GPS: Used to tell your accelerations rates and position over the Earth

Speed bar: Pulls the front lines down to decrease the angle of attack; used in strong head winds.

Landing:

An ideal landing is to slow your descent and forward motion to a near stop to your feet touch the ground near motionless relative to the ground.

Pulling down the brake toggles causes the trailing edge of the canopy to flare down, slowing the speed.

FORCES ON A WING:

A wing has the ability to create a force perpendicular to the flow of air over it and against the force of drag. This aerodynamic is called lift.

Drag force
Lift force
Flow of air

An average paraglider gets a lift to drag ratio of 7:1. In still air the forward horizontal speed through the air is 20 mph and the vertical descent speed is 3 mph.

With a 20-mph forward speed and a 16-mph wind speed in the opposite direction, the resulting forward speed over the ground is 10 mph.

With the same descent rate, the resulting glide ratio over the ground is 1:2.

CROSS-COUNTRY FLYING:

Whenever flying to an area outside of the glide range, the pilot must launch and search for a thermal to climb to higher elevations and fly from one lift source to the next, extending the distance flown.

Mountain ridges typically collect thermals, and canyons channel stronger winds. These are areas where thermal density is above normal and can carry a paraglider to higher altitudes. These are also areas of turbulence and sinking air.

Thermals are generated from sun-warmed earth which produces rising air.

Heat from paved roads and hot fields cause the air to rise again.

Pilot launches.

Wind coming up and over the forward side of a ridge or any obstruction produces turbulence called rotor, which can be extremely dangerous.

The best procedure is to plan your cross-country flight and have a good idea of landing areas along the route. Also make the flight with a pilot who has flown the route before.

POINTS OF INTEREST:

737: 35,000 feet

OTHER FACTS:

- U.S. distance record: 124 miles; 1995, Tom Trux, Ojai Valley, 7.5 hours
- World distance record: 208.8 miles; 1995, Bejar Manic, South Africa
- Paragliders: up to 16,000 feet
- Mount Whitney: 14,494 feet (highest point in California)
- Skydive: 12,000 feet

* Federal Aviation Administration registration limit is 18,000 feet. Pilots must fly below limit with special FAA permit.
AFFIRMATION OF
UNITED STATES HANG GLIDING AND PARAGLIDING ASSOCIATION
RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to use the facilities and participate in the sport of hang gliding or paragliding and other activities (collectively the “Activities”) provided by Vail Valley Paragliding, LLC, I hereby reaffirm the United States Hang Gliding And Paragliding Association (“USHPA”) Release, Waiver and Assumption of Risk Agreement (the “USHPA Release”) previously signed by me. The definitions of the USHPA Release are hereby incorporated by reference as though fully set forth in this Affirmation.

I specifically acknowledge that the following persons are also RELEASED PARTIES as that term is used in the USHPA Release:

Vail Valley Paragliding, LLC, and each of its instructors, operators, drivers, employees, agents, owners, officers, directors, and managers;

Bureau of Land Management (BLM), Dept. of Interior

John Donovan

Steve Jouflas

The City of Boulder, its officials and employees

The Professional Air Sports Association, a North Carolina Non-Profit Corporation, and each of its officers, directors, employees, agents, volunteers and members.

This specification of certain RELEASED PARTIES is not meant to be an all-inclusive list or to limit in any way the scope of persons included within the definition of RELEASED PARTIES in the USHPA Release. It is made to give assurance to those listed that they are included within the scope of the definition of RELEASED PARTIES.

This affirmation in no way limits, restricts or narrows the terms or scope of the USHPA Release previously signed by me.

__________________________________________________________________________     __/__/____   ________________________________________________________________________
Student Pilot’s Signature                      Date                        Print Student Pilot’s Name

__________________________________________________________________________     __/__/____                                  ________________________________________________________________________
Signature of Student Pilot’s Parent or Legal Guardian   Date                        Student Pilot’s USHPA No.
if Student Pilot under 18 years of age

RRRG 8530-B (0517004)
DECLARATION OF FITNESS FOR HANG GLIDING, PARAGLIDING OR ULTRALIGHTING

(Hereinafter collectively called Gliding)

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during Gliding activities:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Gliding activities, I will notify the instructor immediately.

I have read the above Declarations, understand them, and I agree to be bound by them.

S/ ____________________________  ____________________________  ____________
Signature of Adult Participant  Name of Adult Participant (Please Print)  Date

______________________________  ____________________________  ____________
Address of Adult Participant  Phone #

______________________________  ____________________________  ____________
Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

Name of Parent or Guardian (Please Print)  Date

______________________________  ____________________________  ____________
Address of Parent or Guardian  Phone #

______________________________  ____________
Name of Minor (Please Print)  Date

******************************************************************************

If you cannot sign the above declaration because of any of the above conditions, you must notify the instructor immediately before commencing any activity.

******************************************************************************

PLEASE BE SURE TO SIGN. THANK YOU.
HANG GLIDING, PARAGLIDING AND/OR ULTRALIGHTING
RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND
ASSUMPTION OF RISK

In consideration for the renting, purchasing or leasing of Hang Gliding or Paragliding and/or Ultralighting from Vail Valley Paragliding and/or the utilizing of the facilities, ground school, instruction, premises, and equipment of Vail Valley Paragliding in engaging in the sport of Hang Gliding, Paragliding 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 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 and I hereby acknowledge that I will personally examine the said Gliding equipment prior to my using of the same (Initial here_________).

3. I hereby RELEASE AND DISCHARGE Vail Valley Paragliding, the State of Colorado, the Towns of Vail and Avon, Colorado, Hyatt/Beaver Creek, Christie Lodge Homeowners Association, Chris Jouflas, John & Diana Donovan, Bureau of Land Management, and their officers, directors, elected officials, agents, employees, instructors, pilots and owners of equipment and the land used for Gliding activities (hereinafter 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_________).

4. 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 RELEASE PARTIES (Initial here_________).

5. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Gliding activities (Initial here_________).

Page 1 of 2 as acknowledged by…….

<table>
<thead>
<tr>
<th>Signature of Adult Participant</th>
<th>Name of Adult Participant (Please Print)</th>
<th>Date</th>
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<tbody>
<tr>
<td>Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.</td>
<td>Name of Parent or Guardian (Please Print)</td>
<td>Date</td>
</tr>
<tr>
<td>Name of Minor (Please Print)</td>
<td>Date</td>
<td></td>
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</tbody>
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Page 1 of 2   
FFPOLREL - HANGGLIDEREL (0902)
6. 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__________).

7. 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 of my engaging in Gliding activities (Initial here__________).

8. 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__________).

9. 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 of my engaging in Gliding activities (Initial here__________).

10. 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__________).

11. 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__________).

12. 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, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.

This the _________ day of ______________________ 20____.

Signature of Adult Participant

Name of Minor Child

Name of Adult Participant (Please Print)

Signature of Parent or Guardian of Minor Child

Name of Parent or Guardian of Minor Child (Please Print)

Page 2 of 2

FFPOLREL - HANGGLIDEREL (0902)
RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to use the facilities and participate in the sport of hang gliding and/or paragliding and other activities provided by Vail Valley Paragliding, LLC (the “Flight School”), the undersigned pilot (Pilot) (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. I have read the Federal Aviation Administration rules that grant me permission to fly hang gliders and paragliders (Part 103 of the FAA Regulations) and I understand that FAA permission for my hang gliding or paragliding flight is premised upon me assessing the dangers involved and my assumption of all responsibility for my personal safety.

B. I represent that I have fulfilled my obligation under the law - that I have personally assessed the dangers involved in hang gliding and/or paragliding, and I assume all responsibility for my personal safety.

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

1. “PARTICIPATION IN THE SPORT” means launching/kiting (and/or assisting another in launching/kiting), 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 Pilot as a result of Pilot’s PARTICIPATION IN THE SPORT and/or as a result of the administration of any USHPA programs (for example: the Pilot Proficiency System), and, if Pilot is under 18 years of age, “SPORTS INJURIES” also includes the personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by Pilot’s parents and legal guardians, as a result of Pilot’s PARTICIPATION IN THE SPORT and/or as a result of the administration of any USHPA programs.

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

   a) The Flight School;
   b) The United States Hang Gliding and Paragliding Association, a California Non-profit Corporation (USHPA);
   c) The Professional Air Sports Association, a North Carolina Non-profit Corporation (PASA);
   d) Each USHPA Certified Instructor, Mentor, Observer, Examiner, or Administrator that has ever been involved in Pilot’s flying activities;
   e) Each of the person(s) sponsoring and/or participating in the administration of Pilot’s proficiency rating(s);
   f) Each of the hang gliding and/or paragliding organizations that are chapters of USHPA;
   g) The United States Of America and each of the city(ies), town(s), county(ies), State(s) and/or other political subdivisions or governmental agencies within whose jurisdictions Pilot launches, flies and/or lands.
   h) Each of the property owners on or over whose property Pilot may launch, fly and/or land; and
   i) All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the location(s) where Pilot PARTICIPATES IN THE SPORT, including, but not limited to, hang glider pilots, paraglider pilots who are not members of USHPA. “All persons involved” includes, but is not limited to, spectators, hang glider pilots, paraglider pilots, powered ultralight pilots, assistants, drivers, instructors, schools, observers, examiners, administrators, owners of hang gliding equipment and owners of paragliding equipment.

D. 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 IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF ANY OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

E. 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.

F. I agree that Agreement shall be governed by and construed in accordance with the laws of the State of California. Any lawsuit concerning SPORTS INJURIES or otherwise arising under, in connection with or incident to this Agreement must be filed, if at all, within twelve (12) months of the accrual of such cause of action. Each of the RELEASED PARTIES, whether or not parties to this Agreement, are intended beneficiaries of this Agreement and each of them may enforce each and every provision of this Agreement against me as though they were parties to this Agreement.

G. 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.

H. This Agreement shall apply to any and all SPORTS INJURIES occurring at any time after the execution of this Agreement. This Agreement is in addition to and is not intended to replace any other agreements related to liability for SPORTS INJURIES that Pilot (or Pilot’s parents or legal guardians) may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, Pilot (and Pilot’s parents or legal guardians) intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.

I. 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 defense 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 action, inaction or negligence (whether active or passive) of any of the RELEASED PARTIES, to the fullest extent allowed by law.

J. 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 (WHETHER PASSIVE OR ACTIVE) OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN HANG GLIDING AND/OR PARAGLIDING AND THAT ACTION, INACTION OR NEGLIGENCE OF OTHERS CAN INCREASE THOSE DANGERS. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PREVENT ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY PILOT IN CONNECTION WITH HANG GLIDING/PARAGLIDING.

WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING!

_________________________ ____________________________
Pilot’s Signature Date Print Pilot’s Name

_________________________ ____________________________
Signature of Pilot’s Parent or Legal Guardian if Pilot under 18 years of age Date Pilot’s USHPA Number
RELEASE OF LIABILITY
AND ASSUMPTION OF ALL RISKS

1. Acknowledgement. The undersigned intends to participate in a tandem paragliding flight operated by Vail Valley Paragliding, P.O. Box 246, Avon, Colorado 81620. The flight has been offered or arranged on behalf of Vail Valley Paragliding by David Champaign (“Champaign”). Champaign is the Resident Manager at The Christie Lodge and is an employee of The Christie Lodge Owners Association, Inc. (the “Association”). The undersigned acknowledges that the Association has no relationship with Vail Valley Paragliding and that Champaign is operating as an employee, agent or independent contractor of Vail Valley Paragliding and not as an employee, agent or independent contractor of the Association in offering, arranging and/or operating the paragliding flight.

2. Assumption of All Risks. The undersigned acknowledges that tandem paragliding involves risks to the undersigned and to unknown third parties including, but not limited to, risks of delays, postponement, unanticipated events, inconvenience, illness, injury, emotional trauma or death. The undersigned accepts full responsibility for the decision to undertake such activity and has not relied on the Association, its directors, officers, agents, managers, servants, employees, owners or guests and occupants (collectively, the “Christie Parties”) in the evaluation of the undersigned’s ability to participate successfully and safely in the activity. The undersigned acknowledges that neither the Association nor the Christie Parties have made warranties or representations, express or implied, whatsoever regarding the undersigned’s participation in the paragliding activity.

3. Release of Liability. The undersigned waives, releases and covenants not to sue the Association or the Christie Parties for any and all liability, claims, demands or actions or other causes of action whatsoever involving any delay, postponement, unanticipated event, inconvenience, illness, injury, emotional trauma or death to the undersigned or any third party or the property of the undersigned or any third party arising out of the undersigned’s participation in the paragliding activity.

4. Binding Arbitration. The undersigned agrees that any dispute with the Association or the Christie Parties concerning, relating, or referring to this Release of Liability and Assumption of All Risks, or the paragliding activity itself shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in Denver, Colorado. Such proceedings will be governed by substantive Colorado law excluding any application or consideration of the Uniform Arbitration Act enacted by Colorado, to the extent it is inconsistent with the rules of the American Arbitration Association.

Signature __________________________ Date ______  Print Name __________________________

Parent or guardian of a Minor: I, as parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms above.

Name of Minor __________________________ Signature of Releasor __________________________ Date ______
103.1 Applicability. This part prescribes rules governing the operation of ultralight vehicles in the United States. For the purposes of this part, an ultralight vehicle is a vehicle that:

(a) Is used or intended to be used for manned operation in the air by a single occupant;
(b) Is used or intended to be used for recreation or sport purposes only;
(c) Does not have any U.S. or foreign airworthiness certificate; and
(d) If unpowered, weighs less than 155 pounds; or
(e) If powered:
   (1) Weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation;
   (2) Has a fuel capacity not exceeding 5 U.S. gallons;
   (3) Is not capable of more than 55 knots calibrated airspeed at full power in level flight; and
   (4) Has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

§103.3 Inspection requirements.
(a) Any person operating an ultralight vehicle under this part shall, upon request, allow the Administrator, or his designee, to inspect the vehicle to determine the applicability of this part.
(b) The pilot or operator of an ultralight vehicle must, upon request of the Administrator, furnish satisfactory evidence that the vehicle is subject only to the provisions of this part.

§103.5 Waivers. No person may conduct operations that require a deviation from this part except under a written waiver issued by the Administrator.

§103.7 Certification and registration.
(a) Notwithstanding any other section pertaining to certification of aircraft or their parts or equipment, ultralight vehicles and their component parts and equipment are not required to meet the airworthiness certification standards specified for aircraft or to have certificates of airworthiness.
(b) Notwithstanding any other section pertaining to airman certification, operators of ultralight vehicles are not required to meet any aeronautical knowledge, age, or experience requirements to operate those vehicles or to have airman or medical certificates.
(c) Notwithstanding any other section pertaining to registration and marking of aircraft, ultralight vehicles are not required to be registered or to bear markings of any type.

§103.9 Hazardous operations.
(a) No person may operate any ultralight vehicle in a manner that creates a hazard to other persons or property.
(b) No person may allow an object to be dropped from an ultralight vehicle if such action creates a hazard to other persons or property.

§103.11 Daylight operations.
(a) No person may operate an ultralight vehicle except between the hours of sunrise and sunset.
(b) Notwithstanding paragraph (a) of this section, ultralight vehicles may be operated during the twilight periods 30 minutes before official sunrise and 30 minutes after official sunset or, in Alaska, during the period of civil twilight as defined in the Air Almanac, if:
   (1) The vehicle is equipped with an operating anticollision light visible for at least 3 statute miles; and
   (2) All operations are conducted in uncontrolled airspace.

§103.13 Operation near aircraft; right-of-way rules.
(a) Each person operating an ultralight vehicle shall maintain vigilance so as to see and avoid aircraft and shall yield the right-of-way to all aircraft.
(b) No person may operate an ultralight vehicle in a manner that creates a collision hazard with respect to any aircraft.
(c) Powered ultralights shall yield the right-of-way to unpowered ultralights.

§103.15 Operations over congested areas.
No person may operate an ultralight vehicle over any congested area of a city, town, or settlement, or over any open air assembly of persons.

§103.17 Operations in certain airspace.
No person may operate an ultralight vehicle within Class A, Class B, Class C, or Class D airspace or within the lateral boundaries of the surface area of Class E airspace designated for an airport unless that person has prior authorization from the ATC facility having jurisdiction over that airspace.

§103.19 Operations in prohibited or restricted areas.
No person may operate an ultralight vehicle in prohibited or restricted areas unless that person has permission from the using or controlling agency, as appropriate.

§103.20 Flight restrictions in the proximity of certain areas designated by notice to airmen.
No person may operate an ultralight vehicle in areas designated in a Notice to Airmen under §91.137, §91.138, §91.141, §91.143 or §91.145 of this chapter, unless authorized by:
(a) Air Traffic Control (ATC); or
(b) A Flight Standards Certificate of Waiver or Authorization issued for the demonstration or event.

§103.21 Visual reference with the surface.
No person may operate an ultralight vehicle except by visual reference with the surface.

§103.23 Flight visibility and cloud clearance requirements.
No person may operate an ultralight vehicle when the flight visibility or distance from clouds is less than that in the table found below. All operations in Class A, Class B, Class C, and Class D airspace or Class E airspace designated for an airport must receive prior ATC authorization as required in §103.17 of this part.

<table>
<thead>
<tr>
<th>Airspace</th>
<th>Flight visibility</th>
<th>Distance from clouds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A</td>
<td>Not applicable</td>
<td>Not Applicable.</td>
</tr>
<tr>
<td>Class B</td>
<td>3 statute miles</td>
<td>Clear of Clouds.</td>
</tr>
<tr>
<td>Class C</td>
<td>3 statute miles</td>
<td>500 feet below.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,000 feet above.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,000 feet horizontal.</td>
</tr>
<tr>
<td>Class D</td>
<td>3 statute miles</td>
<td>500 feet below.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,000 feet above.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,000 feet horizontal.</td>
</tr>
<tr>
<td>Class E:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less than 10,000 feet MSL</td>
<td>3 statute miles</td>
<td>500 feet below.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,000 feet above.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,000 feet horizontal.</td>
</tr>
<tr>
<td>At or above 10,000 feet MSL</td>
<td>5 statute miles</td>
<td>1,000 feet below.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,000 feet above.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 statute mile horizontal.</td>
</tr>
<tr>
<td>Class G:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,200 feet or less above the surface</td>
<td>1 statute mile</td>
<td>Clear of clouds.</td>
</tr>
<tr>
<td>More than 1,200 feet above the surface but less than 10,000 feet MSL</td>
<td>1 statute mile</td>
<td>500 feet below.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,000 feet above.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,000 feet horizontal.</td>
</tr>
<tr>
<td>More than 1,200 feet above the surface and at or above 10,000 feet MSL</td>
<td>5 statute miles</td>
<td>1,000 feet below.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,000 feet above.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 statute mile horizontal.</td>
</tr>
</tbody>
</table>

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