



Release of Liability

Read Carefully - This Affects Your Legal Rights

(Please fill one release form per participant.)

In exchange for participation in the activity of tandem paraglider flying organized by Donald Metzger, of 15332 Antioch St. Ste 7, Pacific Palisades, California, 90272 and/or use of the services of Donald Metzger, I, (Name) _____, of (Address) _____, (City) _____, (State) _____ (Zip Code) _____, agree for myself and (if applicable) for the members of my family, to the following:

1. Agreement To Follow Directions. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Donald Metzger, or the employees, representatives, or agents of Donald Metzger.

2. Assumption of the Risks and Release. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Donald Metzger for injury, loss, or damage arising out of my or my family's use of or presence upon the facilities of Donald Metzger, whether caused by the fault of myself, my family, Donald Metzger or other third parties.

3. Indemnification. I agree to indemnify and defend Donald Metzger against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Donald Metzger.

4. Fees. I agree to pay for all damages to the facilities of Donald Metzger caused by any negligent, reckless, or willful actions by me or my family.

5. Applicable Law. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

6. No Duress. I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this

agreement if I so desire. I further agree and acknowledge that Donald Metzger has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.

7. Arm's Length Agreement. This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this agreement, as well as any other statute or common law principles of similar effect.

8. Enforceability. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

9. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. Emergency Contact. In case of an emergency, please call:

(Name) _____ (Relationship) _____
at (Cell Phone Number) _____,
or (Additional Phone Number) _____.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____

Name: _____

Date : _____



Optional Media Release

Donald Metzger requests your permission to reproduce through printed, audio, visual, or electronic means, the activity of tandem paraglider flying in which you have participated.

Your authorization will enable Donald Metzger to use the material to promote and/or to educate on the activity of tandem paraglider flying, through the use of social media, websites, printed material and displays.

I fully authorize and grant Donald Metzger and its authorized representatives, the right to print, photograph, record, and edit as desired, my biographical information, name, image, likeness, and/or voice on audio, video, slide, or any other electronic and printed formats, currently developed, (known as "Recordings"), for the purposes stated or related to the above.

I understand and agree that use of such Recordings will be without any compensation.

I understand and agree that Donald Metzger and/or its authorized representatives shall have the unlimited right to use the Recordings for any purposes stated or related to the above.

I hereby release and hold harmless Donald Metzger and its authorized representatives from any and all actions, claims, damages, costs, or expenses, including attorney's fees, which relate to or arise out of any use of these Recordings as specified above.

Signature: _____

Name: _____

Date : _____