

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to use the facilities and participate in the sport of ultralight vehicles and other activities provided by KHK Morningside, LLC dba Morningside, a Kitty Hawk Kites Flight Park (**Flight School**), the undersigned patron (**Patron**) (and the parent or legal guardian of **Patron** if **Patron** is a minor), for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

- A.** I acknowledge and understand that ultralight vehicle operations are inherently dangerous and that every year numerous participants in ultralight vehicle operations have suffered minor injury, major injury, life altering injury, paralysis, and even death.
- B.** I have read Part 103 of the Federal Aviation Administration rules (and FAA Advisory Circular 103-7) which authorizes me to participate in ultralight vehicle operations (for example: powered and unpowered hang gliders and paragliders (including mini-wings & speed-wings)), and I understand that the FAA authorization is premised upon me assessing the dangers involved and my assumption of all responsibility for my personal safety.
- C.** I represent that I have fulfilled my obligation under Part 103 - that I have personally assessed the dangers involved in my participation in ultralight vehicle operations, and I knowingly assume full and sole responsibility for my personal safety, that I will assure my own personal safety and that I will not rely upon anyone except myself for my safety.
- D. DEFINITIONS -** The following definitions apply to terms used in this **Agreement**:
- "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) any ultralight vehicle, as well as **Patron's** participation in any other activities provided by the **Flight School**.
 - "SPORTS INJURIES"** means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Patron** as a result of **Patron'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 **Patron** 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 **Patron's** parents and legal guardians, as a result of **Patron's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any USHPA programs.
 - "RELEASED PARTIES"** means the following, including their owners, officers, directors, managers, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
 - The **Flight School**, Flight Park, LLC, and Kitty Hawk Kites, Inc.;
 - The United States Hang Gliding and Paragliding Association, a California Non-profit Corporation (USHPA);
 - The Professional Air Sports Association, a North Carolina Non-profit Corporation (PASA);
 - Each USHPA Certified Instructor, Mentor, Observer, Examiner, TECH or Administrator that has ever been involved in **Patron's** flying activities;
 - Each of the person(s) sponsoring and/or participating in the administration of **Patron's** USHPA proficiency rating(s);
 - 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 **Patron's PARTICIPATION IN THE SPORT** takes place;
 - Each of the property owners on or over whose property **Patron's PARTICIPATION IN THE SPORT** takes place; and
 - All persons involved, in any manner, in all operations at the location(s) where **Patron PARTICIPATES IN THE SPORT**, except for hang glider pilots and paraglider pilots who are not members of USHPA. "All persons involved" includes, but is not limited to, spectators, other ultralight vehicle pilots, assistants, drivers, tow equipment operators and owners, instructors, schools, observers, examiners, mentors, coaches, administrators, owners of ultralight vehicles and 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 this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- G.** Any lawsuit, or other proceeding, concerning **SPORTS INJURIES** or otherwise arising under, in connection with or incident to this Agreement must be filed, if at all, either 1) within twelve (12) months of the accrual of such cause of action, or 2) within the shortest limit of time permitted by law.
- H.** 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 as though they were parties to this Agreement.
- I.** 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 limited extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.
- J.** 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 **Patron** (or **Patron'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 any part, article, paragraph, sentence or clause of such agreements, **Patron** (and **Patron's** parents or legal guardians) intends to be subject to the parts, articles, paragraphs, sentences, and clauses of each agreement that provide the most expansive release of claims and assumption of risk allowed by law.
- K. I REPRESENT THAT Patron** is at least 18 years of age, or, that I am the parent or legal guardian of **Patron** and am making this Agreement on behalf of myself and **Patron**. If I am the parent or legal guardian of **Patron**, I **AGREE TO INDEMNIFY AND REIMBURSE** the **RELEASED PARTIES** for their defense and indemnity from any claim or liability in the event that **Patron** suffers **SPORTS INJURIES** as a result of **Patron'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.
- L. 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 ULTRALIGHT VEHICLE OPERATIONS 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 PATRON IN CONNECTION WITH **FLIGHT SCHOOL'S** ACTIVITIES.

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

_____	____/____/____	_____
Patron's Signature	Date	Print Patron's Name
_____	____/____/____	_____
Signature of Patron's Parent or Legal Guardian if Patron under 18 years of age	Date	Patron's USHPA #

FAA REGULATIONS - PART 103

"Part 103 is based on the assumption that any individual who elects to fly an ultralight vehicle has assessed the dangers involved and assumes personal responsibility for his/her safety" FAA Advisory Circular 103-7

§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.

Airspace	Flight visibility	Distance from clouds
Class A	Not applicable	Not Applicable.
Class B	3 statute miles	Clear of Clouds.
Class C	3 statute miles	500 feet below. 1,000 feet above. 2,000 feet horizontal.
Class D	3 statute miles	500 feet below. 1,000 feet above. 2,000 feet horizontal.
Class E:		
Less than 10,000 feet MSL	3 statute miles	500 feet below. 1,000 feet above. 2,000 feet horizontal.
At or above 10,000 feet MSL	5 statute miles	1,000 feet below. 1,000 feet above. 1 statute mile horizontal.
Class G:		
1,200 feet or less above the surface (regardless of MSL altitude)	1 statute mile	Clear of clouds.
More than 1,200 feet above the surface but less than 10,000 feet MSL	1 statute mile	500 feet below. 1,000 feet above. 2,000 feet horizontal.
More than 1,200 feet above the surface and at or above 10,000 feet MSL	5 statute miles	1,000 feet below. 1,000 feet above. 1 statute mile horizontal.