



INFORMED CONSENT, ASSUMPTION OF RISK, and RELEASE OF LIABILITY

We will do everything in our control to make your introductory tandem Paragliding flight a safe and enjoyable one. We have provided hundreds of introductory tandem Paragliding flights without incident. However, these are the unavoidable facts of Paragliding life:

1. Your pilot, the winch operator, and others involved in making your flight possible are human beings who are capable of making mistakes.
2. Your equipment is made by human beings and therefore is not perfect, and can malfunction.
3. Paragliding is NOT perfectly safe. We cannot offer any guarantees. We do not guarantee that our equipment nor that anyone involved in making your flight possible will perform flawlessly. You may get hurt even if we and you do everything correctly.

We therefore require you to read and sign this "informed consent, assumption of risk, and release of liability" agreement before your flight:

THIS IS A CONTRACT BETWEEN ME AND DEIMOS ZIPHARNESS INC.

Initial box

DEIMOS ZIPHARNESS, INC. is a limited company providing goods or services to persons participating in the sport of paragliding. In making this contract, DEIMOS ZIPHARNESS Inc. is acting as agent for its pilots, instructors, employees, agents, ground crew, volunteers, equipment owners and operators, and any other person involved in the provision of paragliding goods or services, collectively referred to below as "DEIMOS ZIPHARNESS Inc."

SIGNING THIS IS PART OF THE PRICE I AM PAYING.

Initial box

Signing this document is part of the price I am paying for being allowed to engage in paragliding activities.

I WANT TO DO THIS, PLEASE LET ME FLY.

Initial box

It is my wish to take an introductory tandem paragliding flight. I will follow the instruction provided so as to minimize the danger the life or property of myself or others.

THERE IS NO INSURANCE COVERAGE and NO WARRANTY

Initial box

My flying activities are not covered by any personal accident or general liability insurance covering DEIMOS ZIPHARNESS Inc. I accept that there is no warranty of fitness for any purpose on any of the equipment used in the instruction or flights. I accept the equipment used in my flying activities "as is".

THIS CAN BE DANGEROUS, and I ASSUME THE RISK

Initial box

I know that the sport of paragliding exposes participants to many risks and hazards, some from the nature of the sport itself, and others from human error or negligence. I accept all risks of my participation in paragliding activities, foreseeable or unforeseeable, known and unknown, however caused, even if caused in whole or in part by the action, inaction, or negligence of DEIMOS ZIPHARNESS Inc. I accept that no amount of care, caution, instruction, or expertise can eliminate all of the risks. I accept that as a result of those risks, I may be injured, my property may be damaged or destroyed, and I may even die.

I RELEASE YOU FROM LIABILITY:

Initial box

I exempt, release, and indemnify DEIMOS ZIPHARNESS Inc. from any and all liability, claims, demands, or causes of action arising from any property damage or bodily injury of any kind, up to and including my death, as a result of my paragliding activities. I agree that no damages, compensation, or other award will be payable to me or my estate by DEIMOS ZIPHARNESS Inc. in respect of any loss, damage, injury, or death.