



COVENANT NOT TO SUE

Initial box

If I suffer loss of any sort, I agree not to sue or start any other type of legal action against DEIMOS ZIPHARNESS Inc. This covenant not to sue binds my estate, heirs, survivors, assigns, executors, administrators, and legal representatives. I agree that DEIMOS ZIPHARNESS Inc. is entitled to an award of legal fees and costs incurred in any defense of a suit or action, including appeals, and that DEIMOS ZIPHARNESS Inc. is entitled to full security for those legal fees and costs in advance. I assume full and sole financial responsibility for any damages I may suffer while participating in paragliding activities.

INDEMNITY AGAINST THIRD PARTY CLAIMS

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I indemnify and hold harmless DEIMOS ZIPHARNESS Inc. from any damages or losses caused to third parties resulting from my in paragliding activities.

KEEP THIS ON FILE

Initial box

I agree that this document will remain in full force and effect so long as I continue to engage in paragliding with DEIMOS ZIPHARNESS Inc. or any related entity. This contract remains in force indefinitely unless revoked in writing.

I AM NOT UNDER A PHYSICAL, MENTAL, or LEGAL DISABILITY

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My judgment is not impaired by alcohol, drugs, mental illness, fatigue, or otherwise. I am of sound mind. I am at least 18 years of age and otherwise legally competent.

THIS DOCUMENT IS EVIDENCE IN COURT

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My signature on this document constitutes an irrevocable admission of the facts stated herein. This document is my own statement. I have made no statements to DEIMOS ZIPHARNESS Inc. that conflict with this statement, and DEIMOS ZIPHARNESS Inc. has said nothing conflicting with this statement to me.

JURISDICTION

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This agreement is intended to be as broad and inclusive as permitted by the laws of the province in which it was signed (BC), and that if any portion hereof is invalid, it is agreed that the balance shall continue to be of full legal force and effect. I specifically waive the protection of any law or legal principle that would limit the effect of this waiver. Any legal issue arising shall be dealt with in the local judicial district in which DEIMOS ZIPHARNESS Inc. has its head office.

“PARAGLIDING ACTIVITIES” INCLUDES:

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Launching, flying, or landing a paraglider as pilot, passenger, assistant, or spectator, or any other activity incidental to instruction or participation in the sport of paragliding.

I UNDERSTAND WHAT YOU ARE SAYING.

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I understand that my safety depends in part on my following the instructions given to me. I can speak and hear normally and understand the English language. I have had the unhurried opportunity to ask questions of DEIMOS ZIPHARNESS Inc., and have been given answers satisfactory to me. Nobody is rushing me or pressuring me to sign this document without independent legal advice or without sufficient time to reflect and consider the implications of entering into this contract. My initials have been placed beside every paragraph to indicate that I have read, understood, and accepted each one.

Copy these words below: **I understand that paragliding is dangerous and I could be hurt or killed.**

SIGNED at _____ on the ____ day of _____, 20____.

Print Your Name: _____ Sign Your Name: _____

Witness Name _____