

**HYNER CLUB RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISKS**

Note: The term “hang glider” and “hang gliding” used in this document also refers to and includes any aircraft approved by the Hyner Hang Gliding Club, Inc. membership for use at regulated club flying sites, including, but not limited to, paragliders, and rigid wing aircraft.

IN CONSIDERATION of being allowed to join the Hyner Hang Gliding Club, Inc. and to use the Hang Gliding sites:

- 1) I hereby RELEASE AND DISCHARGE Hyner Hang Gliding Club, Inc., and its officer and directors, USHPA, and the owner or owners of the property on which I may operate a hang glider (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 hang gliding activities and use of a hang glider, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
- 2) I acknowledge that hang gliding is an active sport and recreational activity involving aviation and has inherent dangers that no amount of care, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN HANG GLIDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. I agree that I will operate a hang glider in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual and that I am physically fit to participate in these activities.
- 3) 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. I also agree to take full responsibility for, indemnify and hold the Released Parties harmless from all claims, judgments and costs, including attorney’s fees, incurred in connection with any action brought or injury or damages I may suffer or inflict on others resulting from my participating in hang gliding activities or my use of a hang glider.
- 4) I have read and understand and acknowledge that this document constitutes a release of liability and a waiver of my legal rights and I also acknowledge the assumption by me of all risks arising out of my engaging in hang gliding activities.
- 5) I further represent that this release of liability, waiver of legal rights and the assumption of risk shall continue in full force and effect for so long as I engage in hang gliding activities which are in any way connected with the Released Parties.
- 6) **I hereby expressly recognize 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, and agree to indemnify the Released Parties for any damages, injuries or claims, resulting from my participation in hang gliding activities including any claims of negligence of the Released Parties.**

Pilot Name: (print) \_\_\_\_\_ USHPA # \_\_\_\_\_

Pilot Signature \_\_\_\_\_ Date: \_\_\_\_\_

**AFFIRMATION OF UNITED STATES HANG GLIDING AND PARAGLIDING ASSOCIATION RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT AND ACKNOWLEDGMENT OF APPLICABILITY TO USHPA CHAPTER**

*Flight Under FAA Regulation "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 AC-103-7*

In consideration of being allowed to use the facilities and participate in the sport of "**Ultralight Vehicles**" and other activities (collectively the "Activities") provided by the Hyner Hang Gliding Club, inc. (the "**USHPA Chapter**"), 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 and acknowledge that it is applicable to my participation in any and all **Activities** of the **USHPA Chapter**. Each of the terms, including 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, including their owners, officers, directors, managers, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees, are also **RELEASED PARTIES** as that term is used in the **USHPA Release**:

The Hyner Hang Gliding Club, inc, and each of its members, employees, agents, volunteers, officers, directors, and managers;

Department of the Interior/National Park Service, the Commonwealth of Pennsylvania and the Department of Conservation of Natural Resources, Judy Reggio, Camp Swatara Campground, David and Tina Kieffer, Derrick Michael and Heather Zellers, CMS Real Estate LLC, and its managers Robert A. Maguire and John Stewart, the Robert Maguire Living Trust, Jacob Heiesey, James and Patricia Dietz, Todd, Brian and Sheila Klinger;

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**. Rather, it is made to give assurance to those listed here that they are included within the scope of the definition of **RELEASED PARTIES in the USHPA Release**.

"**Ultralight Vehicles**" includes powered and unpowered hang gliders and paragliders. Mini-wings and speed-wings are types of paragliders not allowed at Hyner Hang Gliding Club sites.

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Participant's Signature                      Date                      Printed Participant Name

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Participant's Parent or Legal Guardian      Date                      Participant's USHPA Number  
if Participant is under 18 years of age

PLEASE  
PRINT

**HYNER HANG GLIDING CLUB INC.  
MEMBERSHIP APPLICATION**

STICKER: \_\_\_\_\_  
YEAR: **2024**

NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ PHONE# \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

RATING: 2 3 4 5 HG PG USHPA# \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

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Cash:

Check:

PayPal:

Annual membership before/after Labor Day: \$150/\$75    Monthly: \$50

*Membership benefits include flying and camping privileges, and club insurance protections.*

Mail To: **Hyner Hang Gliding Club, Inc.**  
**703 Brickston rd**  
**Reisterstown, MD, 21136**

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**HYNER CLUB PILOT REQUIREMENTS:**

- 1) Current USHPA member if a flying member.
- 2) Must sign waiver before flying or camping.
- 3) Hold an Intermediate (H3/P3) Rating. Novice pilots (H2/P2) may fly only under direct supervision of a qualified observer or instructor.
- 4) A helmet and parachute must be worn on all flights.
- 5) Your flight pass must be displayed on your helmet to verify membership to DCNR Rangers.
- 6) Only certified gliders (airworthy) are permitted to fly.
- 7) Steel carabineers only.
- 8) Tandem pilots must be certified by USHPA and their non-USHPA rated passengers must have a 30 day membership pass on them.