

RELEASE OF LIABILITY  
AND  
INDEMNITY AGREEMENT  
ON BEHALF OF THE CITY OF PHOENIX PARKS, RECREATION, AND  
LIBRARY DEPARTMENT

THE UNDERSIGNED, in consideration for being permitted to enter the designated sites at Shaw Butte and South Mountain owned by the City of Phoenix, the undersigned for himself/herself and his/her personal representatives, assigns, heirs, and next of kin, hereby voluntarily:

1. States that he or she is aware of and assumes the risks of injury or death associated with entering and/or piloting non-powered, foot-launched ultralight aircraft used in or around the designated sites at Shaw Butte and South Mountain, the inherent substantial risks of injury, serious bodily or physical injury, or death from participation in or being present where hang gliding is occurring.
2. RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CITY OF PHOENIX, its boards, councils or commissioners, employees, representatives, agents or independent contractors (referred to herein as "RELEASEES"), from all liability to the undersigned, his/her personal representatives, assign, heirs and next of kin for all loss or damage, and from any claim or demand therefor on account of injury to the person or property or resulting in the death of the undersigned, whether caused by the negligence of the RELEASEES or otherwise in any way related to the presence or activities of the undersigned in or upon the designated sites except that which is the sole fault of the RELEASEES; and
3. AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS each of the RELEASEES from any claim, suit, loss, liability, damage, or cost they may incur, including attorneys' fees, due to the presence or activities of the undersigned in or upon the designated sites except for loss caused by the sole negligence of the RELEASEES; and

4. ASSUMES FULL RESPONSIBILITY FOR ANY RISK of bodily injury, death or property damage due to negligence of the RELEASEES or otherwise while in or upon the designated sites except that which is the sole fault of the RELEASEES; and
5. STATES HONESTLY THAT HE OR SHE IS OF THE AGE OF MAJORITY, as defined by Arizona law, and further possess the full legal capacity to enter into and sign this Release and Waiver of Liability and Indemnity Agreement.

The undersigned expressly agrees that the foregoing Release, Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND UNDERSTANDS THAT IT IS TO BE EFFECTIVE EACH AND EVERY TIME THE UNDERSIGNED ENTERS THE DESIGNATED SITES.**

|                     |                     |
|---------------------|---------------------|
| WITNESS             | VISITING PILOT      |
| SIGNATURE: _____    | SIGNATURE: _____    |
| PRINTED NAME: _____ | PRINTED NAME: _____ |
| ADDRESS: _____      | ADDRESS: _____      |
| _____               | _____               |
| _____               | _____               |
|                     | USHPA NUMBER: _____ |
|                     | USHPA RATING: _____ |
| DATE: _____         | DATE: _____         |