

WELCOME TO NEW ENGLAND CHUTE FLYERS

Your premiere source of powered parachute flights, sales, and instruction








*Please print clearly and fill out completely

1. Name: First _____ Last _____ Middle Initial _____
2. Email Address: _____
3. Mailing Address: Street or P.O. _____
City _____ State _____ Zip _____
4. Phone: _____
5. Gender: M F Age _____ Height _____ Weight _____
6. Notify in case of emergency: Name _____ Phone _____












POWERED PARACHUTING, FLYING ULTRALIGHTS AND/OR LIGHT SPORT AIRCRAFT RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK

In consideration for the renting, purchasing or leasing of Powered Parachutes, Ultralights and/or Light Sport Aircraft from New England Chute Flyers, LLC and/or the utilizing of the facilities, ground school, instruction, premises, and equipment owned or used by New England Chute Flyers, LLC in engaging in the sport of Powered Parachuting and/or flying Ultralights or Light Sport Aircraft, ground instruction, flight instruction and related activities (hereinafter collectively called "Flying"), I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that Flying is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap an even injury to participants. I understand I may suffer a broken limb, paralysis or fatal injury while participating in the sport of Flying (**Initial here _____**). 
2. I further acknowledge that there are no warranties applicable to the use, purchase, rental or lease of flying equipment by me and that all warranties whether expressed or implied are excluded. **THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID FLYING EQUIPMENT IS FIT FOR ANY PURPOSE**, and that I am accepting the said Flying equipment as is and I hereby acknowledge that I will personally examine the said Flying equipment prior to my using of the same (**Initial here _____**). 
3. I hereby **RELEASE AND DISCHARGE** New England Chute Flyers, LLC, and all agents, employees, instructors, pilots and owners of equipment and the land used for Flying activities (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 Flying activities, including, but not limited to losses **CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES** (**Initial here _____**). 
4. I understand and acknowledge that Flying activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate, and I **EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN FLYING ATIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES** (**Initial here _____**). 
5. 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 Flying activities (**Initial here _____**). 

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_____ Signature of Adult Participant	_____ Name of Adult Participant (Please Print)	_____ Date
_____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	_____ Name of Parent or Guardian (Please Print)	_____ Date
	_____ Name of Minor (Please Print)	_____ Date

6. I also agree to **INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS** from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in Flying activities **(Initial here _____)**. 
7. I will take full responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in Flying activities **(Initial here _____)**. 
8. I agree that I will operate the said Flying equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual **(Initial here _____)**. 
9. I have read and understand the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me of all risks arising out of my engaging in Flying activities **(Initial here _____)**. 
10. I further represent that this Release of Liability, Waiver fo Legal Rights and Assumption of Risk shall continue in full force and effect for so long as I engage in Flying activities which are in any way connected to or with the Released Parties **(Initial here _____)**. 
11. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for whom I am (adult) legal guardian or I may suffer while engaging in Flying activities **(Initial here _____)**. 
12. I hereby expressly recognize that this Release of Liability, Waiver of Legal Righs and Assumption of Risks is a a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Flying activities including any claims by the negligence of the Released Parties by any of the undersigned **(Initial here _____)**. 
13. I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during Flying activities:
- Epilepsy, fits, severe head injury, recurring blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs **(Initial here _____)**. 
- Even if I have a health condition as stated above of which I may be unaware, by signing this form I still choose to participate in the Flying activity and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions **(Initial here _____)**. 
- I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness **(Initial here _____)**. 
- I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Flying activities, I will notify the instructor immediately **(Initial here _____)**. 

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_____ Signature of Adult Participant	_____ Name of Adult Participant (Please Print)	_____ Date
_____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	_____ Name of Parent or Guardian (Please Print)	_____ Date
	_____ Name of Minor (Please Print)	_____ Date