

## Georgia/Tennessee/Alabama Sports Class Sailplane Race Series

## WAIVER AND RELEASE OF LIABILITY AND ACKNOWLEDGMENT OF ASSUMPTION OF RISK

## **DEFINITIONS**

- 1. "FAA" is the Federal Aviation Administration
- 2. "FAR" is Federal Aviation Regulations
- 3. "CFIG" is a Certificated Flight Instructor-Glider
- 4. "GTA" is the GA/TN/AL Sports Class Sailplane Race Series.
- 5. "Organizers" shall include, but is not limited to: Chris Ruf, Fernando Silva, David Stevenson, and any other person who may organize, promote, manage or administer any GTA event, except that the term shall not include any such person in their individual capacity as pilot-in-command of another aircraft. "Sponsors" shall include, but is not limited to: any person or entity which may contribute funds, services or materials to the GTA, and the owners, operators, or leaseholders of any privately owned real property upon which any GTA event is staged.

**IN CONSIDERATION** of permission to participate in the GTA, the undersigned does hereby acknowledge, represent, guarantee, promise, covenant, accept, and ratify the following:

I acknowledge that there are various risks and dangers involved in the operation of a sailplane and that as a duly trained and certificated glider pilot, I am aware of such risks, which may include dangers from collision with structures, trees, wires, other aircraft, and persons and objects on the landing area, the dangers arising from wind currents and other weather conditions, equipment failure or inadequate equipment, or inadequate training or knowledge on my part or the part of others. I understand the dangers include the possibility of serious physical injury, pain, mental trauma, death, or economic loss for myself, my heirs, next of kin, spouse, executors, administrators, legal representatives, assigns and successors in interest. My participation in the GTA is voluntary and at my request. The decision to participate in any contest, race, course, task, or route during the GTA is my own. It is my sole responsibility to determine whether my participation in any such contest, race, task, or route is beyond the scope and skill of my piloting abilities. It is my sole responsibility to determine whether any aircraft I operate in any GTA event is airworthy and safe for flight. It is my sole responsibility to determine whether participation in any such contest, race, task, or route is beyond the limitations of any aircraft or equipment which I may operate in any GTA race. The GTA is an informal, non-commercial, and non-profit program. Any fees I pay to the GTA are only to subsidize the costs of t-shirts, trophies, promotional items, tow pilot services, aero-tow services and direct administration costs.

**IN FURTHER CONSIDERATION** of permission to participate in the GTA, the undersigned represents that:

I am properly certificated as a glider pilot by the FAA. I have successfully completed a flight review and received the appropriate endorsement from a CFIG within the preceding two years of the date of my participation any GTA event. I will wear an FAA approved and packed emergency parachute during my participation in all GTA events.

I will not participate in any GTA event unless any aircraft operated by me has had an annual inspection, is properly registered, and has a valid Certificate of Airworthiness as required by FAR. I am an insured party under a current policy of liability insurance of no less than one million dollars (\$1,000,000.00) which will pay for any claim arising from my participation in any GTA event. In the event that any aircraft I operate in a GTA event is not owned by me, I have verified the owner's compliance with this paragraph.

**IN FURTHER CONSIDERATION** of permission to participate in the GTA, the undersigned promises, covenants and agrees as follows:

I hereby intend to be legally bound, for myself, my heirs, executors, administrators, personal representatives, successors or assigns and to waive any and all right and claim for damages which I may have against the organizers, sponsors and their respective agents, representatives, employees, successors or assign for any and all injuries suffered by me or by any member of my crew during the aforementioned soaring competition.

I further RELEASE, FOREVER DISCHARGE AND AGREE NOT TO SUE the Organizers, Sponsors, and other aforementioned entities and persons, and to hold them free and harmless from any and all legal obligations for damages to personal property owned by, or injuries suffered by any spectator or contestant or personnel of the aforementioned entitles, or by any other person or entity which may be caused directly or indirectly by my participation in the GTA. I fully understand and agree that I am waiving any claim for damages which I may suffer by virtue of any act of negligence arising in the future by any commission or omission of any of the aforementioned entities or persons or their agents, representatives or employees, and that the consideration for this waiver is the permission by the organizers and sponsors of the GTA allowing me to participate in the said competition and that such permission is being granted me in the reliance upon this waiver as set forth herein.

This document shall be effective in perpetuity unless and until it is revoked by the undersigned in writing. If any portion of this agreement is deemed invalid, all other portions shall continue in full force and effect. The laws of the State of Georgia shall govern this agreement. Venue for any action regarding the interpretation or enforceability of this agreement shall lie in Cherokee County, Georgia.

I HAVE CAREFULLY READ THIS PILOT'S WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS A RELEASE OF LIABILITY, A WAIVER OF CLAIMS, AN AGREEMENT NOT TO SUE, AND IS A CONTRACT BETWEEN MYSELF AND THE ORGANIZERS AND SPONSORS OF THE GTA.

Printed Name

"N" Number Contest ID

Witness Printed Name

I have read, understand, and agree to abide by the rules and regulations of the GTA.

## ACKNOWLEDGEMENT OF SAILPLANE OWNER:

I represent that I am the owner, or authorized representative of the owner, of the sailplane to be flown by the above-named pilot. I authorize the above named pilot to operate said aircraft in the GTA and I hereby accept and agree to all of the foregoing terms as if I, or the principal I represent, had made them.

Sailplane owner or representative signature		Printed name of owner (individual or organization)
Make/Model	"N" Number	Contest ID