PHPA MEMBERSHIP APPLICATION/RENEWAL FORM



Membership is effective ONLY upon payment of dues, signing of the PHPA Release, Waiver and Assumption of Risk Agreement, and acceptance of your application by PHPA. Current members may renew no earlier than 60 days prior to expiration.

I HAVE READ, UNDERSTAND AND AGREE TO THE OFFICIAL PHPA RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT AND HAVE SIGNED IT AND PROVIDED IT TO PHPA.

WELCOME NEW PILOT!

Get All the Best PHPA Gear from our Online Store www.phpa.org.pk/store

T-Shirts, Bumper Stickers, Hats, Jackets & More!

| Please complete this form then SI | GN AND DATE THE WAIVER on the back |
|---|--|
| Name | PHPA# |
| Address | |
| Address | Phone |
| City | Email |
| State/Province | Birthdate (dd/MMM/yyyy) |
| Postal Code Country | Gender Male Female |
| CHOOSE YOUR | WING & MEMBERSHIP TYPE |
| All Full memberships require a signed waiver and Voting Rights & 3rd Party Liability | ghts & 3rd Party Liability Insurance Insurance OHG OPG OBOTH OPI OPG OBOTH OPI OPG OBOTH |
| Full Pilot Member - Non-Instructor Membership - Required for | or pilot ratings & special skills |
| Full Instructor Member - Instructor Membership - Required | for Instructor Certifications Instructor—Rs.10000 Per Year |
| | |
| CHOOSE YOU | JR POSTAGE PREFERENCE |
| Pakistan Residents Standard (Rs. 200) | International Residents Standard (Rs.2000) |
| Additional Processing Fees (may apply) | Total Processing Fees (from left) Rs |
| Rs.500 Paper Processing Fee (renewing members only - fee water Rs.500 Rating Fee (for processing an attached rating form) | Payment - Grand Total Rs. Make check or money order payable to PHPA. |
| Email & Privacy Preferences - Via email, PHPA can contact you about Send me information about PHPA competitions. Send me information about PHPA membership benefits, services or off Exclude my ratings from the "Ratings Issued" page on the PHPA website | out membership & flying-related issues. OPT IN or OUT to more by checking the boxes below. Do not send me the quarterly e-Newsletter "The Landing Zone" Do not send me Regional Director candidate information during elections Do not send me PilotConnect Messages |
| New Applicants must print & ma | ill in originals. No faxes or emails will be accepted. |

+92-300-845 845 8 <u>www.phpa.org.pk</u> info@phpa.org.pk Postal Mail
Miaan Building, Westridge-1,
Race Course Road,
Rawalpindi Cantt

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits to be derived from membership in the PHPA, the undersigned pilot (*Pilot*) (and the parent or legal guardian of *Pilot* if *Pilot* is a minor), for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

- A. **DEFINITIONS** The following definitions apply to terms used in this Agreement:
 - 1, "PARTICIPATION IN THE SPORT" means launching/kiting (and/or assisting another in launching/kiting), flying (whether as pilot in command or otherwise) and/or landing (including, but not limited to, crashing) a hang glider or paraglider,
 - 2. "SPORTS INJURIES" means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by *Pilot* as a result of *Pilot's PARTICIPATION IN THE SPORT* and/or as a result of the administration of any PHPA programs (for example, Events. Competitions etc.). If *Pilot* is under 18 years of age, the term "SPORTS INJURIES" means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by *Pilot's* parents or legal guardians, as a result of *Pilot's PARTICIPATION IN THE SPORT* and/or as a result of the administration of any PHPA programs.
 - 3. "RELEASED PARTIES" means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
 - a) Pakistan Hang Gliding and Paragliding Association, a Non-profit Organisation (PHPA);
 - b) Each of the person(s) sponsoring and/or participating in the administration of *Pilot's* proficiency rating(s);
 - c) Each of the hang gliding and/or paragliding organizations that are chapters of the PHPA;
 - d) Pakistan and each of the city(ies), town(s), county(ies), State(s) and/or other political subdivisions or governmental agencies within whose jurisdictions *Pilot* launches, flies and/or lands;
 - e) Each of the property owners on or over whose property *Pilot* may launch, fly and/or land;
 - f) All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the site(s) where *Pilot PARTICIPATES IN THE SPORT*. "All persons involved" includes, but is not limited to, spectators, hang glider and/or paraglider pilots, powered ultralight pilots, assistants, drivers, instructors, schools, observers, and owners of hang gliding and/or paragliding equipment; and
 - g) All other persons lawfully present at the site(s) during Pilot's PARTICIPATION IN THE SPORT.
- B. I FOREVER RELEASE AND DISCHARGE THE *RELEASED PARTIES* FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I MAY HEREAFTER HAVE FOR *SPORTS INJURIES*, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF ANY OF THE *RELEASED PARTIES*, TO THE FULLEST EXTENT ALLOWED BY LAW.
- C. I WILL <u>NOT</u> SUE OR MAKE A CLAIM against any of the *RELEASED PARTIES* for loss or damage on account of *SPORTS INJURIES*. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorneys' fees and costs of the *RELEASED PARTIES*.
- D. I AGREE THAT this AGREEMENT shall be governed by and construed in accordance with the laws of Pakistan. All disputes and matters whatsoever concerning SPORTS INJURIES or otherwise arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in Islamabad, Pakistan to the exclusion of the Courts of any other Province or City, and I consent to the Personal Jurisdiction of such Courts located in Islamabad, Pakistan in connection with all such disputes and matters. Claim or suit involving any such disputes or matters must be brought, if at all, within twelve (12) months of the accrual of such cause of action. Each of the RELEASED PARTIES are intended beneficiaries of this agreement and each of them may enforce each and every provision of this agreement against me.
- **E. SEVERABILITY**. If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.
- F. CONSTRUCTION. This agreement shall apply to any and all SPORTS INJURIES occurring at any time after the execution of this agreement. This agreement is in addition to and is not intended to replace any other agreements related to liability for SPORTS INJURIES that Pilot (or Pilot's parents or legal guardians) may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, Pilot (and Pilot's parents or legal guardians) intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.
- G. I REPRESENT THAT *Pilot* is at least 18 years of age, or, that I am the parent or legal guardian of *Pilot* and am making this agreement on behalf of myself and *Pilot*. If I am the parent or legal guardian of *Pilot*, I AGREE TO INDEMNIFY AND REIMBURSE the *RELEASED PARTIES* for their defense and indemnity from any claim or liability in the event that *Pilot* suffers *SPORTS INJURIES* as a result of *Pilot's PARTICIPATION IN THE SPORT*, even if caused in whole or in part by the action, inaction or negligence (whether active or passive) of any of the *RELEASED PARTIES*, to the fullest extent allowed bylaw.
- H. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE (WHETHER PASSIVE OR ACTIVE) OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.
- I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN HANG GLIDING AND/OR PARAGLIDING AND THAT ACTION, INACTION OR NEGLIGENCE OF OTHERS CAN INCREASE THOSE DANGERS. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PREVENT ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY PILOT IN CONNECTION WITH HANG GLIDING/PARAGLIDING.

| OR ART OTTER LESSONAL OR THARCIAE INSORT SOSTAINED DI FIEOT IN | CONTRECTION WITH HARTS SEIDING HARACEIDING. |
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| WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICA | NT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING |
| | |

Date

Signature of Pilot's Parent or Legal Guardian if Pilot under 18 years of age

Pilot's Signature

Print Pilot's Name

MF 061020

| | Credit Card Payment Slip Please attach applicable forms or applications | | | |
|---|---|------------------------|--|--|
| PHPA | Please use this slip instead of adding information to the applications provided by Pakistan Hang Gliding & Paragliding Association. We are dedicated to protecting your privacy. We destroy this slip after processing and keep the original application in your file. Thank you! Questions? info@phpa.org.pk | | | |
| Select Card | Payment For (Member Name & Number) | Total Paid | | |
| Ovisa | Card Holder Name | Contact Phone or Email | | |
| Card Billing Address (Street Number or PO Box; Postal Code) | | | | |
| | Card Number | Exp Date CCV Code | | |

Additional Notes Regarding This Payment (If Any):