

# Tandem Flight Booking Form



NAME:

HOME ADDRESS:

CONTACT TELEPHONE NUMBER(S):

E-MAIL ADDRESS:

AGE:  NAKED WEIGHT (be honest):  HEIGHT:

ARE YOU AVAILABLE MID-WEEK?  YES  NO

Cost €150 Payable on the day.

Blokart Ireland Limited trading as Paraglide Adventure Ireland

## RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the participation in the Tandem flights organized by **Paraglide Adventure Ireland**, \_\_\_\_\_ (Passenger / Pilot), 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:

- "PARTICIPATION IN THE SPORT"** means all flying activities including launching (and/or assisting another in launching), flying (whether as a tandem passenger or pilot in command or otherwise) and/or landing (including, but not limited to, crashing) a paraglider.
- "SPORTS INJURIES"** means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by Passengers / Pilots as a result of their PARTICIPATION IN THE SPORT and/or as a result of the administration of any IHPA programs.
- "RELEASED PARTIES"** means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), independent contractors, sub-

contractors, lessors and lessees:

- Paraglide Adventure Ireland, it's owner and chief instructor Fred Lahiff, and all those assisting in the tandem flights of the Passenger / Pilot, whether they are employees of Paraglide Adventure Ireland or other experienced pilots who may assist and/or offer advice
- The Irish Hang Gliding & Paragliding Association, the National Governing Body for hang gliding and paragliding in Ireland (IHPA)
- Each of the hang gliding and/or paragliding organizations which are affiliated to the IHPA
- Each of the property owners on or over whose property Pilot may launch, fly and/or land.

**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 by the negligence (whether active or passive) of any of the **RELEASED PARTIES** to the fullest extent allowed by law.

**C. I WILL NOT 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 Ireland. All disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in Ireland to the exclusion of the Courts of any other Country.

**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. 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 OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.**

**I have read, understand, and agree to the above RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT.**

Name (Block Capitals): \_\_\_\_\_

Witness's Name & Address: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Witness's Signature: \_\_\_\_\_

Date: \_\_\_\_\_