



## **USHPA SANCTION AGREEMENT**

United States Hang Gliding and Paragliding Association, Inc. • PO Box 1330, Colorado Springs, CO, 80901-1330, 719-632-8300,  
www.usHPA.aero, info@ushpa.aero

### **Sanction Application Agreement**

**Whereas**, the sanction of the United States Hang Gliding and Paragliding Association (“USHPA”) is the authorized affiliate of the National Aeronautic Association (“NAA”) is required for participants in a domestic hang gliding and/or paragliding competition to obtain a NTSS ranking used to select U.S. teams for international hang gliding and/or paragliding competitions, and

**Whereas**, the USHPA is willing to sanction certain hang gliding and paragliding competitions that are conducted in accordance with the most current USHPA Rulebook (found at www.usHPA.aero), and

**Whereas**, Applicant desires to hold a hang gliding and/or paragliding competition and desires that the USHPA sanction such competition; and

**Whereas**, Applicant has made application to the USHPA for sanction of a hang gliding and/or paragliding competition listed below (Herein after “The Competition”); and

**Whereas**, the USHPA has determined to provide its sanction of The Competition,

**In consideration** of being granted USHPA Sanction to hold The Competition in accordance with the USHPA 2006 Competition Rulebook, Applicant agrees as follows:

#### **AGREEMENT**

1. Applicant has read and is familiar with all the provisions of the most current USHPA Sanctioning and Competition Rulebooks. The Competition will be held in compliance with all of the rules governing competitions as set forth in the most current USHPA Sanctioning and Competition Rulebooks. The most current USHPA Sanctioning and Competition Rulebooks are incorporated in this Agreement by reference as though fully set forth herein and all requirements and benefits as set forth in the most current USHPA Sanctioning and Competition Rulebook apply to applicant.
2. Applicant warrants that all of the statements made by Applicant in the application for USHPA Sanction of the Competition were true and correct as of the date of the application, remain true and correct as of the date of this Agreement and will remain true and correct through the conclusion of The Competition. If any representation becomes false or incorrect, Applicant will immediately notify the USHPA of the fact in writing by facsimile to the USHPA national headquarters, Attention Executive Director.
3. Applicant understands the safety standards set forth in the most current USHPA Sanctioning and Competition Rulebooks are to be regarded as bare minimum general safety requirements that do not take into account the local conditions of the specific competition location and that compliance with those general safety requirements will not guarantee the safety of The Competition. Applicant will provide for as safe a contest situation as possible, taking into account, among other things, the local competition conditions. Applicant understands that the USHPA will not inspect the site of The Competition for safety, will not approve the site of The Competition for safety and will not warrant the safety of the site of The Competition. No officer, member, agent, employee, or official of the USHPA is authorized by USHPA to inspect approve or warrant the site of The Competition for Safety.
4. Applicant will require all of the pilot participants in The Competition to be current USHPA members who have executed the Official USHPA Release, Waiver and Assumption of Risk Agreement, and hold a valid USHPA pilot proficiency rating or equivalent appropriate for the site of The Competition. Applicant can obtain confirmation that these requirements are met by each participating US pilot by contacting the USHPA national headquarters and providing the office with the names and USHPA membership numbers of the participating pilots.
5. Applicant will require all of its officers, directors, partners, joint venturers, employees, volunteers, agents, independent contractors, officials, and subcontractors involved in The Competition as well as all participants in The Competition to execute the Official USHPA Sanctioned Event Release, Waiver and Assumption of Risk Agreement as a condition of their involvement in and/or participation in The Competition. Applicant will keep at least one copy and shall turn over the original of all executed Official USHPA Sanctioned Event Release, Waiver and Assumption of Risk Agreements to the USHPA at its National Headquarters as follows:
  - Those executed by Applicant and its officers, directors, partners, joint venturers, employees, volunteers, agents, independent contractors, officials, and subcontractors – at least 10 days after the start of The Competition
  - Those executed by participants – within 10 days after the start of The Competition.
6. Before The Competition is advertised in the USHPA magazine, Applicant will procure and provide proof to the

USHPA of Liability Insurance covering the USHPA, the Applicant and the landowners for bodily injury and property damage (including participant bodily injury coverage) arising from The Competition with coverage and limits at least as great as the USHPA general liability policy. This Insurance may be obtained for a fee set by USHPA's general liability insurance carrier as an endorsement to the USHPA general liability insurance policy for event insurance. If Applicant determines to procure insurance in any other manner, Applicant will forward a copy of the issued policy to the USHPA national headquarters at least 60 days before the publication of the USHPA magazine containing the initial advertisement for The Competition. USHPA will determine, in its sole discretion, whether or not the policy provides coverage and limits at least as great as the USHPA general liability policy.

7. Applicant understands and agrees that the USHPA sanction for The Competition may be lifted, suspended, removed or revoked at any time, before, during, or after the sanctioned period of the contest should the USHPA, in its sole and exclusive discretion determine that The Competition does not meet all of the conditions and requirements for USHPA Sanction.
8. Applicant, releases and holds the USHPA, its officers, directors, committee members, members, agents, employees, officials (whether elected or otherwise) independent contractors, subcontractors, lessors and lessees (hereinafter referred to as the "Released Parties"), harmless from any and all liabilities, claims, demands, or causes of action that Applicant might have for personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by Applicant as a result of The Competition, the USHPA's Sanction of The Competition (including withdrawal of that Sanction), and any actions of the USHPA's related to The Competition, even if caused by the negligence of the Released Parties, to the fullest extent allowed by law.
9. Applicant further agrees to defend and indemnify the Released Parties for any and all liabilities, claims, attorneys fees, costs, demands, or causes of action for personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by any one in any way related to The Competition, caused by the negligence of the Applicant, its officers, directors, partners, joint venturers, employees, volunteers, agents, independent contractors, officials, and subcontractors, (whether active or passive) or willful misconduct of Applicant, its officers, directors, partners, joint venturers, employees, volunteers, agents, independent contractors, officials, and subcontractors, to the full extent allowed by law.
10. In the event of any conflict between this Agreement and the most current USHPA Sanctioning and Competition Rulebooks, the provisions of this Agreement shall govern.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of California. 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 the State of California, U.S.A. to the exclusion of the Courts of any other State or Country.
12. 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.
13. This is the entire agreement between Applicant and the USHPA regarding The Competition and supersedes any other oral or written agreements or understandings with respect to the subject matter hereof. This Agreement may only be modified by a writing signed by Applicant and the Executive Director of the USHPA.
14. This Agreement may be signed in counterparts and all of such counterparts when properly executed by the appropriate parties thereto together shall serve as a fully executed document, binding upon the parties.
15. The signer of this Agreement on behalf of Applicant warrants and represents that he/she has the authority to enter into this Agreement on behalf of Applicant.
16. This Agreement is not binding on the USHPA until signed by the Executive Director of the USHPA.

**Competition Venturers Signature**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Competition Title \_\_\_\_\_  
Competition Dates \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Phone Number \_\_\_\_\_

**USHPA Representative Signature**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_