

American Ultralight Association Inc.

P.O. Box 160, Vina, CA 90092

www.flyul.org



Annual Membership Fee: \$49.00

AUA Membership Application/Renewal Form

Membership is effective ONLY upon payment of dues, signing of the AUA Release and Assumption of Risk Agreement, and acceptance of your application by AUA. Dues expire the end of the 12th month of payment.

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

New Applicants:

>required fields

Office will issue # for new applicants

>Name: _____ AUA# _____ or USHPA# _____

>Mailing Address: _____ >City: _____ >ST _____ >Zip _____

Shipping Address: _____ >City: _____ >ST _____ >Zip _____

>Phone: _____ >Email: _____

>DL# _____ > Issuing State _____ >Birth Date: ____/____/____ Gender M F
Or Picture ID> Passport, Permanent Resident Visa, etc mm/dd/yyyy

Requesting: *check those that apply*

_____ Renewal (*Copy of Driver License Only if it has changed*) _____ Check here if information above has not changed
_____ Check here if changes are needed on your card and attach copies of supporting evidence. Be clear on what changes you seek.

_____ New Membership: must include: Copy of Drivers License or Picture ID

_____ New AUA issued Ratings: (\$15.00 processing Fee) *list Ratings your applying for on Page 3 of this document.*

Include: *Clearly supply Numbers etc. on copies by writing them on copies in case they are not legible*

1. Copies of FAA issued Rating Cards (front and rear) if any
2. Copies of USHPA Card and Ratings (If applying for Equivalent Ratings)
3. Copies of supporting evidence of Ratings being applied for.
4. Signed Assumption of Risk Agreement.

Phone Number where Head Examiner can call you _____ or
Email _____ if there are questions.

_____ I would like to serve as a member of the Board of Directors and/or serve on Committees.

Office Use:

AMERICAN ULTRALIGHT ASSOCIATION INC. (AUA)
RELEASE AND ASSUMPTION OF RISK AGREEMENT (only required once unless form changes)

I (your name) _____ DL# _____ State of issue _____ agree to the following:
PRINT FULL NAME as it appears on Drivers License Drivers License Number or picture ID i.e. Permanent Resident Visa State of Issue (And enclose a copy)

In consideration of the benefits of membership in AUA, the undersigned Member (Member) (I) (and the parent or legal guardian of Member if Member is a minor), for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

- 1) I have read the Federal Aviation Administration (FAA) rules that grant me permission to fly Ultralight Vehicles. (14 CFR Part 103 of the FAA Regulations) and I understand that FAA permission for my Ultralight activities is premised upon me assessing the dangers involved and my assumption of all responsibility for my personal safety.
- 2) I represent that I have fulfilled my obligation under the law - that I have personally assessed the dangers involved in Ultralight Flying, and I assume all responsibility for my personal safety.
- 3) DEFINITIONS - The following definitions apply to terms used in this Agreement:
 - A. "PARTICIPATION IN THE SPORT " means Preparing for, Taking Off, Flying and/or Landing (including, but not limited to, Crashing) (whether as Member in command or otherwise) (and/or assisting another in Preparing for, Taking Off, Flying and/or Landing), an Ultralight Vehicle.
 - B. "SPORTS INJURIES" means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by Member as a result of Member's PARTICIPATION IN THE SPORT and/or as a result of the administration of any AUA programs and, If Member is under 18 years of age, "SPORTS INJURIES" also includes the personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by Member's parents and legal guardians, as a result of Member's PARTICIPATION IN THE SPORT and/or as a result of the administration of any AUA programs.
 - C. "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) The American Ultralight Association Inc. (AUA), a California Non-profit Corporation;
 - b) Each AUA Certified Instructor, Mentor, Observer, Examiner, Administrator or Member, that has ever been involved in Member's flying activities;
 - c) Each of the person(s) sponsoring and/or participating in the administration of Member's proficiency rating(s);
 - d) Each of the Organizations that are chapters of AUA;
 - e) The United States Of America and each of the city(ies), town(s), county(ies), State(s) and/or other political subdivisions or governmental agencies within whose jurisdictions Member takes off, flies and/or lands;
 - f) Each of the property owners on or over whose property Member may take off, fly and/or land; and
 - g) All persons involved, in any manner, in Ultralight Sports at the location(s) where Member PARTICIPATES IN THE SPORT, except for Ultralight Enthusiasts who are not members of AUA. "All persons involved" includes, but is not limited to, spectators, powered or un-powered ultralight Members, assistants, drivers, instructors, schools, observers, examiners, administrators, owners of ultralight equipment.
- 4) 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.
- 5) 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.
- 6) I agree that Agreement shall be governed by and construed in accordance with the laws of the State of California. 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 the State of California, U.S.A. to the exclusion of the Courts of any other State or Country, and I consent to the Personal Jurisdiction of Courts located in the State of California, U.S.A. in connection with all such disputes and matters. Any lawsuit concerning SPORTS INJURIES or otherwise arising under, in connection with or incident to this Agreement must be filed, if at all, within twelve (12) months of the accrual of such cause of action. Each of the RELEASED PARTIES , whether or not parties to this Agreement, are intended beneficiaries of this Agreement and each of them may enforce each and every provision of this Agreement against me as though they were parties to this Agreement.
- 7) 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.
- 8) 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 Member (or Member'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, Member (and Member'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.
- 9) I REPRESENT THAT Member is at least 18 years of age, or, that I am the parent or legal guardian of Member and am making this Agreement on behalf of myself and Member . If I am the parent or legal guardian of Member, I AGREE TO INDEMNIFY AND REIMBURSE the RELEASED PARTIES for their defense and indemnity from any claim or liability in the event that Member suffers SPORTS INJURIES as a result of Member'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 by law.
- 10) 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.
- 11) I also agree that, should I, my relatives, successors, survivors, and/or executors should decide to sue or make claim against any parties herein, I agree to pay AUA and any party I/we choose to seek legal action against, the sum of \$10,000.00 USD each, PRIOR TO SEEKING LEGAL COUNSEL.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE INHERENT DANGERS OF ENGAGING IN ULTRALIGHT SPORTS 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 MEMBER IN CONNECTION WITH ULTRALIGHT SPORTS ACTIVITIES.

WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING AGREEMENT ENTIRELY!

Sign in front of Notary Public the first time.

Signed _____ /_____/_____ Printed Name _____
Member's Signature Date mm / dd / yyyy Print Member's Name

Signed _____ /_____/_____ Printed Name _____
Signature of Member's Parent or Legal Guardian Date mm / dd / yyyy Name and Relationship

(if Member under 18 years of age)

Application Check list

1. Filled out and signed Release and Assumption of Risk Agreement (*once per version*)
2. Filled out Application for Membership or Renewal (*every year*)
3. Copy of current Drivers License (*one time unless information changes on DL or State change*)
4. Copies of FAA issued Ratings that confirm your qualification for AUA ratings applied for.
5. Copy of current Equivalent Ratings being Applied for from USHPA or other organizations.
6. Copies of Supporting Evidence for New Ratings being applied for w/written numbers etc. in the event copies are hard to read! DOB, issue and expire dates, etc.....
7. Payment Enclosed Membership Annual Fee \$49.00 and/or \$15.00 Card Printing or Processing Fee whenever a New Card is printed. i.e. Lost Membership Card, New Card, etc.... *NOTE: No fee for simple renewal issuance of card without changes except expiration date.*
8. If your payment is larger than Dues and/or Fees, Please note how those funds are to be credited. i.e. donations, special programs, etc.....

List AUA or Equivalent Ratings being applied for:

We will email you with the proposed card information prior to printing your card. This will help prevent any problems before printing your card. And will act as Temporary Membership Card. (*If not replied to, we will print and send card within 14 days of receipt.*)

Please confirm your information is correct before mailing.

Welcome to American Ultralight Association Inc.
www.flyul.org
We are dedicated to keeping you flying!
An IRS approved Non Profit.