

**Release and Waiver  
Assumption Of Risk Agreement  
Alexander County, NC**

This release, waiver and assumption of risk agreement is entered into by the Undersigned in exchange for good and valuable consideration, the receipt of which is hereby acknowledged. The undersigned does hereby acknowledge, stipulate and agree as follows:

1. That Marco Stelter and Mojo's Flight School/Southern Skies, LLC, is a corporation engaged in the business of hang gliding and/or paragliding, including various motorized flight devices; that Mojo's Flight School/Southern Skies, LLC, provides a site for the launching and landing of such flight devices; and that Mojo's Flight School also provides instructional classes on the use of such flight devices.
2. That the Undersigned does hereby fully and unconditionally release and forever discharge Mojo's Flight School/Southern Skies, LLC, including its officers, directors, agents, employees, members, independent contractors, sub-contractors, lessors and lessees, and owners of property from any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys= fees, costs and expenses), whether known or unknown, with knowledge that such may exist, whether at law or in equity, whether in contract, tort, or under statute or otherwise, including claims for personal injury, bodily injury or death and property damage, on account of, connected with, or growing out of any and all activities of any kind whatsoever associated with or related to hang gliding, paragliding, the use of motorized flight devices, including, but not limited to, launching, flying, or landing of any flight device, assisting others in launching, flying or landing of any flight device, and activities involving any instruction in the launching, flying or landing of any flight device.
3. That the Undersigned does hereby voluntarily assume any and all risks of injury to person and property, known or unknown, that may be associated or connected with hang gliding, paragliding, use of motorized flight devices, however caused, even if caused in whole or in part by the action, inaction, or negligence of Mojo's Flight School/Southern Skies LLC, its officers, directors, agents, employees, members, independent contractors, sub-contractors, lessors, lessees, to the fullest extent allowed by law. The Undersigned does hereby voluntarily assume any and risks of injury to person and property with knowledge that the use of such equipment and flight devices can be dangerous and that such use may result in death or serious bodily injury.
4. That this agreement shall be governed and construed in accordance with the laws of the State of North Carolina. Any and all disputes or claims arising under or in connection with this document shall be filed and litigated, if at all, in and before the Courts of the State of North Carolina, to the exclusion of the Courts of any other State or Country.
5. That if any provision of this Release, Wavier and Assumption of the Risk Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
6. That this Release, Waiver and Assumption of the Risk Agreement shall be binding upon my heirs, next of kin, executors and administrators of my estate.
7. That the Undersigned is at least 18 years old, or that the Undersigned is the parent or legal guardian of a minor participating in the above described activities. The Undersigned agrees to indemnify and hold harmless Mojo's Flight School/Southern Skies, LLC, its officers, directors, agents, employees, members, independent contractors, sub-contractors, lessors, lessees, from any and all loss or damages, including, but not limited to, costs, attorneys= fees and expenses, related to the enforcement of this Release, Wavier and Assumption of the Risk Agreement.
8. That the Undersigned makes and enters into this Release, Waiver and Assumption of the Risk Agreement voluntarily, fully understanding the provisions contained herein.

\_\_\_\_\_  
Signature (print full name & then sign)

\_\_\_\_\_  
Date