



Liability Waiver and Responsibilities

General Liability Waiver

As an SSB member you agree and are required to read and understand the current SSB Bylaws and Operating Procedures including the portions relating to Safety and the Safety Committee process. The SSB requires that all flights be made in accordance with Federal Aviation Administration Rules (FAR) and the Soaring Society of Boulder's Operating Procedures and Bylaws.

By becoming a member of the Soaring Society of Boulder you are agreeing to be bound by the following clause in the SSB Bylaws. The SSB is organized as a Not-For-Profit Corporation. 4.3.6 Section 6 in the SSB Bylaws outline the Limited Liability of Directors. Section 6 reads: Pursuant to the provisions of C.R.S. 7-22-101(1)(r) 1973, as amended, the personal liability of a director to the corporation or to its members or other directors for monetary damages for breach of fiduciary duty as a Director is hereby eliminated; subject to the exceptions and limitations set forth in that statute.

Aircraft Damage & Liability Insurance

The Soaring Society of Boulder carries hull and liability insurance for each of the aircraft owned by the corporation. The hull insurance is designed insure physical damage that occurs to SSB aircraft. Should a member damage an SSB aircraft they will be billed for the insurance deductible which is typically \$500. If there are mitigating circumstances which may have contributed to the cause of the accident and resulting damages to the aircraft, the Board of Directors have the option to direct the SSB to pay part or all of the deductible. In addition it is expected that members will coordinate the repair with the SSB Aircraft Manager and assist with the required logistics, including trailing the damaged aircraft to be repaired. The Liability portion of the Soaring Society of Boulder's Insurance is limited to \$100,000 per seat. See the enclosed SSB insurance summary for additional information.

PLEASE SIGN THE FOLLOWING

**WAIVER OF LIABILITY AND ASSUMPTION OF RISK
FOR GLIDER FLIGHT**

**WAIVER OF LIABILITY AND ASSUMPTION OF RISK
FOR GLIDER FLIGHT – MEMBERS COPY**

I have been advised of and fully recognize the risks and dangers involved with towplane operation and glider flight and fully assume the risk associated with such activity, including the possibility of injury or death. I THEREFORE, IN CONSIDERATION OF BEING A MEMBER OF THE SOARING SOCIETY OF BOULDER, INC. (“SSB”) AND HAVING ACCESS TO AND USE OF THE GLIDERS AND OTHER ASSETS OF SSB, AND BINDING MYSELF, MY HEIRS, EXECUTORS, RELATIVES, ADMINISTRATORS, ASSIGNS, AND SUCCESSORS IN INTEREST, FULLY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SSB AND ITS DIRECTORS MEMBERS, INSTRUCTORS, MANAGERS OR AGENTS, INCLUDING ANY PILOT WHO IS FLYING THE GLIDER IN WHICH I AM A PASSENGER, FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGE AND ANY CLAIMS FOR DAMAGES ON ACCOUNT OF INJURY TO PERSON OR PROPERTY OR DEATH OF THE UNDERSIGNED OR ANY PASSENGER I MAY CARRY AS PILOT-IN-COMMAND ARISING OUT OF OR RELATING TO THE USE OR FLIGHT OF THE SSB’S AIRCRAFT, other than those based on a deliberate failure to exercise reasonable care by SSB. I agree to be contractually bound by this release and waiver, and should anyone bring or assert any claim in contravention of this waiver, such person(s) shall be liable for all expenses, including attorney’s fees, incurred by SSB, and its agents, employees, directors, managers, instructors, and officers, and any pilot flying the aircraft in which I am a passenger, in defense thereof, unless they or any of them are finally adjudged liable for a deliberate failure to exercise reasonable care. IT IS MY INTENTION THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT BE AS BROAD AND INCLUSIVE AS THE LAWS OF THE STATE OF COLORADO PERMIT.

By signing below, I acknowledge that: (1) all rules and regulations of SSB, as may be changed from time-to-time, will be strictly followed; and (2) there is an unlimited possibility of inherent dangers in flying both towplanes and gliders which creates a risk of injury or death, and the undersigned assumes that risk of injury or death.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT BY SIGNING IT I HAVE GIVEN UP SUBSTANTIAL RIGHTS AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY ASSURANCE, INDUCEMENTS OR GUARANTEES MADE TO ME.

SOARING SOCIETY OF BOULDER, INC.

Member Signature

Printed Name

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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SOARING SOCIETY OF BOULDER, INC.

Member Signature

Printed Name
Date: _____

By: _____
Name: _____
Title: _____

Date: _____