

MEMBERSHIP AGREEMENT

This Membership Agreement (this "**Agreement**"), dated as of _____, 200__, is made and entered into by _____ ("**Member**") in favor of Elk Mountain Soaring LLC, a Utah limited liability company.

The Elk Mountain Soaring LLC has been formed to provide services (the "**Services**") relating to the operation and use of gliders. In consideration of such provision of Services and the other terms and conditions set forth in this Agreement, the Member hereby agrees as follows:

Section 1. Assumption of Risk. Member understands and acknowledges that matters relating to or arising from the Services or this Agreement have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate. MEMBER EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF DEATH, PERSONAL INJURY, AND LOSS AND DAMAGE TO PROPERTY SUSTAINED IN ANY WAY RELATED TO OR ARISING FROM THE SERVICES OR THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE ELK MOUNTAIN SOARING LLC AND ITS MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, THE ELK MOUNTAIN SOARING LLC "**PARTIES**"). Member further acknowledges and voluntarily assumes all risks related to or arising from the Services or this Agreement, including but not limited to operation, maintenance, weather conditions, towing conditions, and equipment used by the Member, any tow pilot or the Elk Mountain Soaring LLC in connection with the provision of the Services.

Section 2. Member Representations. Member has the requisite skills, training and licensure for the safe operation and use of gliders and the Services. Member has and will comply with all applicable laws, rules and regulations in use of gliders and the Services, whether governmental or promulgated by Elk Mountain Soaring LLC. Member is familiar with weather, topographical and other conditions that could have adverse effects on operating or use of gliders of the Services. Member agrees to accept sole responsibility for knowing Member's own flying abilities and limitations and represents and warrants that Member is not relying on statements or decisions of any of the Elk Mountain Soaring LLC Parties in deciding to use the Services. Member further agrees that its use of the Services or any of his or her other activities under this Agreement will be conducted in a safe and responsible manner so as not to endanger the lives or property of any persons, including the Elk Mountain Soaring LLC Parties.

Section 3. Waiver of Claims. In consideration of the provision of Services hereunder, MEMBER DOES HEREBY, ITSELF, AND ON BEHALF OF ALL ITS RESPECTIVE HEIRS, DESCENDANTS, SUCCESSORS, EXECUTORS AND ADMINISTRATORS, GIVE UP FOR EVER ALL CLAIMS OF ANY NATURE (other than arising from willful or grossly negligent acts or omissions of the Elk Mountain Soaring LLC) which it or they may have both now or which may arise in the future against the Elk Mountain Soaring LLC Parties arising out of or in any way, whether directly or indirectly, connected with the use and operation of gliders or the Services.

Section 4. Indemnification. Member agrees, on behalf of Member and Member's heirs, successors, executors, and administrators, to indemnify, defend and hold harmless the Elk Mountain Soaring LLC Parties and hold each of them harmless against any and all liabilities to which the Elk Mountain Soaring LLC Parties may become liable, directly or indirectly, arising out of, or relating to the operation and use of gliders and the Services, unless it is finally determined that the liabilities resulted from the gross negligence or willful misconduct of such Elk Mountain Soaring LLC Parties. Member also agrees that the Elk Mountain Soaring LLC Parties shall have no liability (whether direct or indirect, in contract or tort or otherwise) to Member or any of its invitees or guests, directly or indirectly, arising out of, or relating to, Member's or his or her invitees' or guests' participation in the operation and use of gliders and the Services, unless it is determined that such liability resulted from the gross negligence or willful misconduct of an Elk Mountain Soaring LLC Party, in which case only the Elk Mountain Soaring LLC Party to which such gross negligence or willful misconduct is attributable shall lose the benefit of the indemnification provided under this Section.

Section 5. Basis of Bargain. The provisions of this Agreement are material to the basis of the bargain between the Elk Mountain Soaring LLC and Member, and the Elk Mountain Soaring LLC would not be able to provide the Services to Member without Member's agreement to the terms and conditions set forth herein.

Section 6. Damage to Elk Mountain Soaring LLC Property. Member agrees to be fully responsible for any Elk Mountain Soaring LLC-owned equipment, supplies or other amenities in the care of Member or used in connection with the provision of the Services that is not reimbursed or covered by insurance that the Elk Mountain Soaring LLC may carry.

Section 7. Costs and Services. The Elk Mountain Soaring LLC may establish the fees and costs of providing the Services on any basis that it desires, and may refuse to provide Services to any prospective Member for any reason and at any time.

Section 8. Choice of Law: Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of law, and venue for disputes under this Agreement shall be exclusively in the courts of the State of Utah.

Name:	Signature:		
Telephone:	Address:		
City:	State:	Zip:	Email: