



Chollas RC Flyers

www.chollasrcflyers.com

Membership Application 2019 to 2020

PLEASE FILL OUT FIELDS ACCURATELY AND CLEARLY

Name

Alias (Optional)

Email Address

Phone Number

AMA Number

Address

City

Zip Code

Membership Dues

\$80

I AGREE TO ABIDE BY THE FIELD RULES AND BYLAWS OF CHOLLAS RC FLYERS

Signature _____ Date _____

If paying by check, please make payable to Chollas RC Flyers.

Club membership badge will be issued after we have received this form, a signed copy of the city waiver, payment and AMA number has been validated.

Mail completed form to
Chollas RC Flyers
2682 Buena Vista Ave
Lemon Grove, CA 91945

Membership questions contact the club officers, officers@chollasrcflyers.com

For AMA membership please go to www.modelaircraft.org

IMPORTANT: READ COMPLETELY BEFORE SIGNING

Name: _____

Please Print

**CITY OF SAN DIEGO
WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY
AGREEMENT**

I acknowledge that flying radio-controlled aircraft is a dangerous sport and fully realize the dangers of participating in the flying of model aircraft and the preparation and handling of said model aircraft.

I fully assume the risks associated with such participation, any negligence of The City of San Diego (the "City") and/or The Chollas Park Flyers its members, elected officials, officers, representatives, agents and employees, and the possibility of serious physical and/or mental trauma, injury, permanent paralysis or death associated with the Competition.

As consideration for permission to use the City's property, facilities, and services related to this activity, **I, for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, agree to the following:**

- 1- Waiver.** I do hereby release, waive, discharge, and covenant not to sue the City and/or The Chollas Park Flyers, its members, elected officials, officers, representatives, agents and employees from liability from any and all claims, including without limitation any claims of liability relating in any way to any negligence of the City and/or Chollas Park Flyers, its members, elected officials, officers, representatives, agents and employees, resulting in personal injury, accident or illness (including death), and property loss arising from, but not limited to, participation in any activity or use of the City's property, facilities, or services.
- 2- Indemnification and Hold Harmless.** I shall protect, defend, indemnify, and hold the City and/or Chollas Park Flyers, its members, elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established which arise out of or are in any manner directly or indirectly related to my participation in the activities, or my use of the City's property, facilities, or services, and all costs and expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that my duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or

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sole willful misconduct of the City and/or The Chollas Park RC Flyers, its members, elected officials, officers, representatives, agents and employees. The City and/or The Chollas Park RC Flyers may at its election conduct the defense or participate in the defense of any claim related in any way to this indemnification. If the City and/or The Chollas Park RC Flyers, chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, I shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.

3. **Severability.** I further expressly agree that this City Of San Diego Waiver Of Liability, Assumption Of Risk, And Indemnity Agreement ("Agreement") is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion hereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

4. **Acknowledgment of Understanding.**

I HAVE READ HIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE THAT IT BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

5. *Date* _____ *Signature of Adult Participant* _____ *Signature of Parent/Guardian of Minor* _____

AMA # _____

PRINT NAME & RELATIONSHIP

Address _____

City _____ **State** _____

Zip _____

Phone _____