

Fill out and return this entire document

2017 SEFSD Membership Application

Last Name _____ First _____ Initial _____

Name as you would like it to appear on your badge _____

Address _____

City _____ State _____ Zip Code _____

Phone (____) _____ - _____ Date of Birth ____-____-____
Area Code

Cell (____) _____ - _____ AMA Number _____
Area Code

E-Mail _____

Club website: www.sefsd.org

I AGREE TO ABIDE BY THE SILENT ELECTRIC FLYERS OF SAN DIEGO CLUB FIELD RULES, AND THE ACADEMY OF MODEL AERONAUTICS SAFETY CODE.

Signature of Participant _____

Date _____

Signature of Parent/Guardian of Minor (Under 18 yrs.) _____

Relationship to Minor _____

A Membership ID card will be issued upon receipt of:

- completed membership form
- signed WAIVER and
- your check, payable to "SEFSD"

Membership:

1 year \$45

Additional Family Members:

1 year \$10

Mail Check To:

**SEFSD MEMBERSHIP
9366 Loren Drive
La Mesa, CA 91942**

Questions?

SEFSDMembership@cox.net

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Silent Electric Flyers of San Diego Radio-Controlled Flight Activity

I ACKNOWLEDGE that flying radio-controlled aircraft is a dangerous activity and fully realize the dangers of participating in the SILENT ELECTRIC FLYERS OF SAN DIEGO RADIO CONTROLLED AIRCRAFT FLIGHT ACTIVITY ("Flight Activity") and preparation for such Flight Activity.

I FULLY ASSUME THE RISKS associated with my participation in the Flight Activity, any negligence of The City of San Diego and its elected officials, officers, representatives, agents and employees (collectively and individually, the "City"), and the possibility of serious physical and/or mental trauma, injury, permanent paralysis or death associated with my participation in the Flight Activity. As consideration for permission to use the City's property, facilities, and services related to the Flight Activity, I, FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVE, ASSIGNEES, AND SUCCESSORS IN INTEREST AGREE TO THE FOLLOWING:

1. **Waiver.** I do hereby release, waive, and discharge the City from all liability, and covenant not to sue the City for any and all claims relating in any way to any negligence of the City resulting directly or indirectly in personal injury, accident or illness (including death), and property damage or loss arising from, but not limited to, my participation in the Flight Activity and use of the City's property, facilities, or services.

2. **Indemnification and Hold Harmless.** I shall protect, defend, indemnify, and hold the City, its 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 Flight Activity, and 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 sole willful misconduct of the City, its elected officials, officers, representatives, agents and employees. The City 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 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 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 of this Agreement shall, notwithstanding such partial invalidity, continue in full legal force and effect.

4. **Acknowledgement of Understanding.**

I HAVE READ THIS 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.

Date

Signature of Adult Participant

Signature of Parent/Guardian of Minor

Print Name and Relationship to Minor