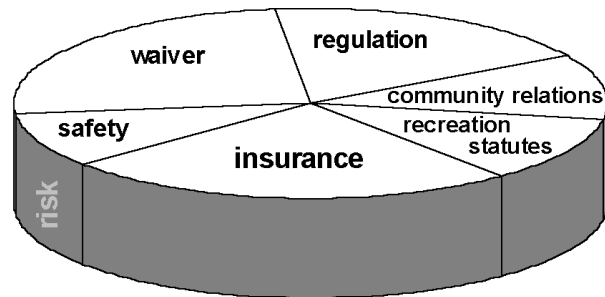


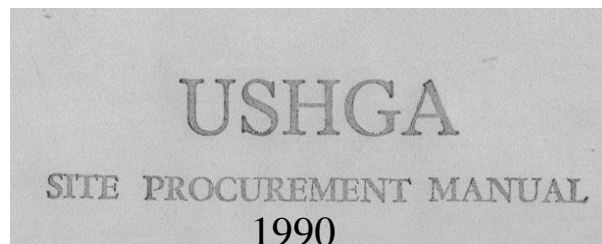
USHPA Site Management Manual

USHPA Site Committee

2010



Bidwell Park



Copyright (C) 2010 United States Hang Gliding And Paragliding Assn.
All rights reserved



UNITED STATES HANG GLIDING & PARAGLIDING ASSOCIATION, Inc.

Contents

- 1 Purpose
- 2 Scope
- 3 Audience
- 4 Introduction
- 5 Free Advice

Insurance, Waiver, Recreation Statutes

- 6 Insurance
- 7 Certificate of Insurance
- 8 USHPA Insurance info
- 9 Policy
- 10 Additional form
- 11 Waiver
- 12 Effectiveness of Waivers
- 13 Waiver
- 14 Recreation Statute, Ca 846
- 15 State recreation Laws
- 16 public entities, CA 831.7
- 17 Risk and Safety
- 18 Comparison of Fatality Statistics
- 19 Regulation
- 20 Site rules, Mt St Helena
- 21 Buying a site
- 22 media release, Mendocino National Forest
- 23 Letter of permission, Potato Hill
- 24 US sites today, map
- 25 USHPA Chapters
- 26 US Sites
- 27 Sites, graph

Site: Bidwell Park

- Presentation
- Supporting material
- e-mails

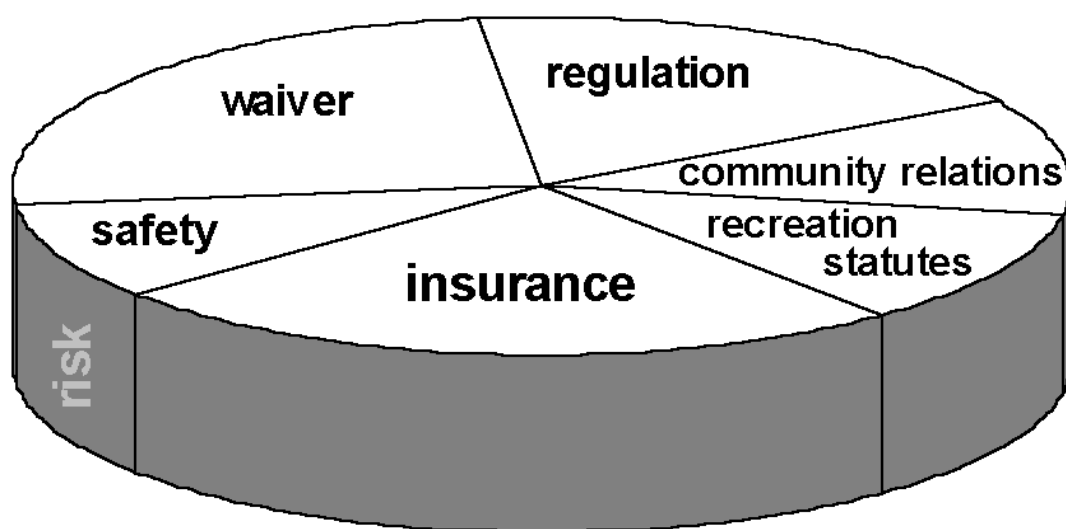
1990 USHGA Site Management Manual

- Cover letter
- Index
- Introduction
- Mt Si
- Sandia

USHPA Site Management Manual

USHPA Site Committee

2010



Copyright (C) 2010 United States Hang Gliding And Paragliding Assn.
All rights reserved

USHPA Site Manual

1 Purpose of manual

- assist individuals and clubs with opening and maintaining sites
- update 1990 Manual
- useful and easy to use

2 Scope of manual

- based on 1990 Site Manual
- based on Site Committee input
- based on calls, e-mails to USHPA for site assistance, 2007-10

3 Intended audience for manual

- individuals and clubs opening sites or keeping sites open
- USHPA members
- recreational use sites

4 Introduction - Thank You !

Thank you ! for working to open a flying site, or working to keep a site open.

There are about 500 sites in the US where paragliders and hang gliders can fly.

About 180 are USHPA Insured Sites. The number of USHPA insured sites has grown over the years.

Individuals and clubs across the US open and maintain flying sites.

Individuals and clubs are assisted by:

USHPA	waiver member insurance site insurance rating system insured instructors chapters
HGMA	airworthy equipment
Instructors	safe pilots
Pilots	safe pilots

Insurance, waivers, recreational statutes, site regulation, and building good community relations help open sites and keep them open.

A USHPA Site has USHPA Site Insurance. Only a USHPA Chapter can buy Site Insurance through the USHPA. Only USHPA Members are covered by the USHPA Insurance and Waiver. Only USHPA Members are protected while flying at USHPA sites. USHPA Sites should be flown only by USHPA Members.

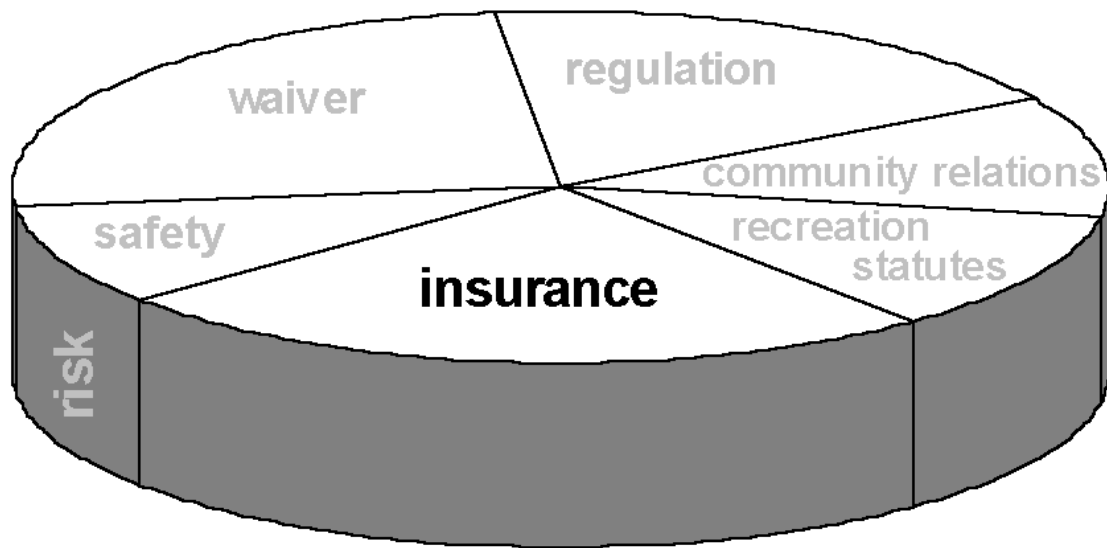
The owner of any flying site is the one who makes the rules. The USHPA system of safe pilots, certified equipment, insurance, waiver, and Chapters has proven to be effective at protecting landowners. The USHPA Site Insurance and Waiver is accepted by private, county, state and federal landowners.

Individuals and Chapters should become familiar with the USHPA Insurance, Waiver, recreational statutes, the Rating System. It is hoped that this Site Manual will help.

Thank you!

5 Free Advice

- Look far into the future. Will this site still be open in 50 years?
- Your style should be your own. You will develop a relationship with a landowner. A couple of friends to go along on visits can be a great help.
- If you open a site, you may be involved with it for a long time.
- Can you explain your insurance, waiver, and recreation statute, simply and convincingly?
- Most site issues will be local matters that must be solved by local pilots, probably the same pilots who opened the site. Local knowledge is important. Making and having friends in the local community is important.
- Start out slowly and build. It's better to start out with too high a rating (4), then lower it later (3) after a year or two of safe, positive flying. Don't start out with too low a rating.
- It may take a few of years to learn a new site. Proceed slowly and carefully.
- Some pilots have received harsh penalties for cutting trees or bushes. Know your local laws.
- Over the years, things do change. Some changes hurt our flying, some changes help. You may need to wait for a favorable climate to open a site.



Insurance

member insurance
site insurance certificate
USHPA.aero insurance information
insurance policy
special insurance form

6 Insurance

Show the landowner your USHPA card. Explain your own pilot insurance.

INSURANCE INFORMATION

USHGA and the named member is insured under a commercial general liability policy which offers \$1,000,000 per occurrence limits for third party claims that result in bodily injury and/or property damage. The name of the company and policy number are on file with USHGA. Any notice or change in coverage described above shall be given to USHGA without prior notification to its members, at P.O. Box 1330, Colorado Springs, CO 80901-1330. USHGA has the responsibility to notify all individual members of coverage changes.

**• Tel: 800-616-6888 • 719-632-2187 • Fax: 719-632-6417 •
USHGA membership provides associate member status
with the National Aeronautic Association (NAA)**


Tell the landowner that your club will be glad to buy the same insurance for them.

If your club buys USHPA Site Insurance for this site, then all pilots who fly there must be USHPA members and your club must:

- make and enforce site rules
- assign a rating/ratings to the site
- regulate the site

USHPA Site Insurance will defend a landowner if a suit is started. Suits against landowners are rare, only 1 in the last 20 years. Considering that the cost of USHPA's insurance policy has remained more or less the same over the years, the value of the settlements and suits must be reasonably low.

7 A Certificate of Insurance for a landowner (in this example, a private landowner's name has been blanked out). Certificates of Insurance arrive by March 1 each year. The insurance policy runs from March 1 through April 30.

ACORD TM CERTIFICATE OF LIABILITY INSURANCE		UNITSTA-01 DAWF		
		DATE (MM/DD/YYYY) 2/21/2008		
PRODUCER First Flight Insurance Group, Inc. P.O. Box 1048 4112 N. Croatan Highway Kitty Hawk, NC 27949		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED United States Hang Gliding & Paragliding Assoc. Inc. P O Box 1330 Colorado Springs, CO 80906				
		INSURERS AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyds INSURER B: INSURER C: INSURER D: INSURER E:		
		NAIC #		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
INSR ADPL	TYPE OF INSURANCE	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 Deduc. Per Occur.	3/1/2008	3/1/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Site: Mt St Helena - North of Calistoga CA Additional Insured: Landowner - REDACTED				
CERTIFICATE HOLDER Sonoma Wings Hang Gliding Association 33 REDACTED Windsor, CA 95492-		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

8 This insurance information can be found on the USHPA website in the Members Only section. Insurance information does change, so check the website. (Note: This version copied 1-14-10)

http://www.usHPA.aero/member_insurance.asp

USHPA General Liability Policy (incl. 3PLI and Site/Event Insurance)

Policy Period (3/1/2009 - 3/1/2010)

Instructor Professional Liability Policy (IPLI) Policy Period (3/1/2009 - 3/1/2010)

While the USHPA's monthly magazine is arguably the most visible membership benefit, the USHPA insurance programs are certainly one of the most important, if not the most important of your benefits with the Association.

General Liability Insurance (GLI)

While the USHPA's monthly magazine is arguably the most visible membership benefit, Third Party Liability Insurance (3PLI), as part of the USHPA's General Liability Insurance Policy, is certainly one of the most important, if not the most important, membership benefit. You must be a current Pilot or Rogallo member of the United States Hang Gliding and Paragliding Association to be eligible for 3PLI; subscribers to the USHPA's monthly magazine, Contributor Members, expired USHPA members of any membership class or category, and non-members are not entitled to USHPA's insurance programs.

There are three Named Insured to 3PLI: the USHPA itself, current Rogallo and Pilot USHPA members and USHPA approved chapters/clubs. The USHPA's Master Policy of Commercial General Liability Insurance provides for a \$1,000,000 per occurrence limit and a \$2,000,000 aggregate limit per policy year for claims resulting from the (potential) negligence of those Named Insured. Third party claims resulting from property damage and/or bodily injury are subject to coverage up to the limits described above per policy period, indicated above. In the case of a potential claim, the USHPA's insurance company will conduct an insurance investigation to determine if coverage is applicable in each specific situation.

While the policy does not provide first-party coverage, or more specifically, coverage for the participating pilot who may cause bodily injury to themselves or who may cause property damage to their gliders as a result of negligence related to their flying, the policy does cover claims resulting from damages that are caused to third parties resulting in bodily injury or property damage to the third party that was caused by the negligence of the participating pilot.

The policy covers hang gliding and paragliding by USHPA members while flying in the United States, US territories and possessions, Puerto Rico, and Canada, or while flying temporarily overseas i.e., for the purpose of an international competition or short term flying trips. The policy maintains a \$1,000.00 pilot deductible per occurrence and is the "offending" pilot's responsibility to pay to the USHPA at the outset of the claims process. This deductible also dictates that claims must be in excess of \$1,000.00 for it to make sense to file an insurance claim on behalf of those Named Insured. In all cases, the insurance company determines eligible claims and associated charges. This policy covers flying-related activities and claims for recreational purposes, but it is in no way a health plan or a personal injury policy for the participating pilot.

The 3PLI is also not a substitute for commercial coverage for the USHPA schools or instructors. In fact, there is an exclusion for commercial activities and for paid instruction in this policy, however the USHPA Instructor Professional Liability Insurance policy (IPLI, mentioned below), separate and distinct from 3PLI, provides this professional coverage for instructors. 3PLI is intended to come into play for incidents or claims resulting from recreational sport flying only.

USHPA members residing in foreign countries are only insured while flying within the borders of the United States, US territories and possessions, Puerto Rico, and Canada. Current USHPA members should refer to the back of their current USHPA membership card for basic information concerning the USHPA's third party liability coverage.

Event Insurance

USHPA sanctioned competitions, meets, demonstrations, or special events are eligible for USHPA Event Insurance coverage. If such events take place at a site that is not already covered by USHPA's site insurance, individuals or chapters may apply for event insurance. Prior approval by the USHPA office and an insurance representative is required before the event insurance can be issued. Please plan to contact the USHPA office well in advance of special events to obtain approval for event insurance and to expedite the necessary paperwork for the event coverage. Event insurance fees are \$75.00 for event lasting 1-3 days, \$190.00 for events lasting 4-7 days and \$250.00 for events lasting more than 7 days. These premiums are subject to change. Be prepared to provide the name, nature, and purpose the event and provide the

its exact location, and effective dates. Also, you will need to provide the names of those Additionally Insured. Please note that the USHPA will not name members of the USHPA as Additionally Insured to the policy unless such members are also landowners and can provide proof of land ownership. Those Named Insured are not listed as Additionally Insured unless the Named Insured can provide proof of land ownership. Please contact the USHPA office at 800-616-6888 for more information concerning USHPA's event insurance.

Landowner/Site Liability Coverage

Local landowners of sites managed by a USHPA chapter/club are entitled to landowner or site insurance coverage under this USHPA's Master Policy of Commercial General Liability Insurance. Landowner/Site Insurance premiums are assessed on an annual basis and are addressed and collected in the USHPA's Annual Chapter Renewal Notice mailed to each chapter's primary contact every year in November or December. Only USHPA approved chapters are eligible to request site insurance or landowner coverage. Individual members are not eligible to apply for site/landowner coverage. USHPA chapters are completely separate entities from the USHPA but they do provide site management on the local level and they are legitimate managing bodies of USHPA-regulated sites.

Please be sure to update your chapter's primary contact as it changes. This communication with the USHPA will ensure that the Annual Chapter and Site Insurance Renewal notices will be mailed to the correct parties and be expedited in a timely fashion before the policy expires on March 1 of the following year.

Annual chapter premiums for site/landowner coverage are as follows: First site is \$250.00 per annual policy period, Second site is \$175.00 per annual policy period, Third site is \$160.00 per annual policy period, Fourth site is \$140.00 per annual policy period, Fifth site is \$115.00 per annual policy period, and each additional site is \$100.00 per annual policy period. Annual site/landowners insurance premiums are subject to change.

Only those landowners who have certificates of insurance naming them additionally insured to the USHPA's Commercial General Liability Policy are entitled to landowner coverage. Landowners everywhere are not covered. An unlimited number of actual landowners/lessors may be named additional insured for each site. In other words, the chapter pays one fee to insure each site and this fee includes an unlimited number of Additionally Insured per site. This is because the USHPA pays for the site coverage on a site by site basis. There is no penalty for naming five landowners additionally insured for one site compared to naming one landowner additionally insured for another site. Please be advised that only actual landowners or lessors are eligible for landowner coverage. Do not ask the USHPA to approve landowner coverage for parties who are not landowners or lessors. Only ask the USHPA to provide certificates of insurance for actual landowners/lessors.

The Landowner/Site insurance coverage is subject to the same policy limitations as those outlined for USHPA members, or those Named Insured. Those Additionally Insured, or in this case, landowners or lessors are subject to the \$1,000,000 per occurrence limit as well as the \$2,000,000 aggregate limit per policy period unless otherwise stipulated.

Officers of established and approved USHPA chapters/clubs may apply for site/landowner coverage. If you are requesting site insurance for a new site, or for a site that has not been covered before, you must first obtain written permission from a Regional Director to cover this site. The USHPA requires written or verbal approval from a Regional Director so the Regional Director can become aware of a newly insured flying site. Please be advised that site administrators may help to expedite the site insurance process but the USHPA will require final approval from a current USHPA chapter officer.

If you are interested in forming a chapter to insure a new flying site, please call contact the USHPA office for more information about forming a chapter. Most, but not all, USHPA chapters do have insured flying sites.

Instructor Professional Liability Insurance (IPLI)

All USHPA Certified Instructors are protected by liability insurance for claims related to instruction. This applies whether teaching for hire or not, and includes coverage for legal defense of any claims. This new program is a major step forward in providing protection for instructors. Without it, instructors are exposing their personal assets (house, car, savings, etc) to loss in case of a claim. The key features of the new policy are outlined below.

\$500,000 per occurrence coverage, with a \$1,000,000 annual aggregate limit for all claims.

Legal defense costs are excluded from the coverage amount. This means that the costs associated with legal defense don't eat up the coverage; only actual claims paid out will count against the limit.

Coverage is for individual instructors, for their personal liability. This policy does not insure businesses or site owners (see below), but it does protect individual instructors for their own liability.

Claims made by students against an instructor are covered, provided that the student has signed up as at least a 30-day member, and has signed the USHPA waiver. If there is a signed waiver in place, then the insurance will defend claims made by a student who might suffer an injury during training.

Coverage area is the United States, Puerto Rico and Canada. There is no coverage for training that occurs outside of the area, for example in Mexico.

A \$1000 deductible applies to any claims actually paid. This does not apply to legal expenses, only to actual claims paid out. Typically this would apply in cases where a training accident resulted in damage to property, such as a parked car or building, or if a third party was injured.

The insurance is in force as of August 1, 2007, for all Rogallo-class members of USHPA who hold at least one current instructor rating. This can include basic, advanced or tandem instructors. It does not apply to observers, examiners or administrators, but their liability is already covered under the recreational pilot policy. This new policy is separate from the recreational policy, and provides an additional layer of protection for instructors, whose teaching is excluded from the recreational pilot policy.

The cost of the new policy is paid for by the increased cost of a Rogallo membership, and partly by membership dues in all classes. Coverage is automatic for all current instructors, and those who have not yet renewed at the new dues rate are still covered.

Instructors who choose not to renew as Rogallo members may renew at the Pilot membership level, but their instructor appointments will immediately go inactive. Before making this change, the office will ask for written confirmation that you really mean it, and you didn't just make a mistake on your renewal form. If you later decide to reactivate your instructor appointment, you can do so by paying the difference between the Pilot and Rogallo dues rate at that time.

It is not possible to add any additional insured parties under the instructor policy. However, the fact that we now have the instructor coverage, and it is "primary" (so it defends first if there is a claim) means that we can now approve site insurance requests for training hills. In the past we generally declined to approve these, because the risk of an instruction-related accident posed an unacceptable hazard to our recreational/site policy. In a nutshell, this means that if you need to get site insurance in order to open a new training hill, now we can probably do that. Contact your regional director and the insurance committee chairman for details.

There is no coverage under this policy for schools, businesses and the like. If you have a school, storefront business or home-based dealership, you still need to carry standard business insurance for general liability. But you don't need to insure for claims related to teaching hang gliding or paragliding, because that risk is covered by your USHPA instructor insurance. Since this is the big, scary unknown for most insurers, it should be much easier to get the rest of your business insured for the usual risks. Insurers understand the normal slip-and-fall, theft and advertising injury risks that businesses have to insure for. It's just the flying part that scares them off.

We hope that you, as a member, find the benefits of USHPA's insurance programs useful; they're there to reduce some of the potential risks associated with participating in the sport. If you have any questions about these policies, please contact Mark Forbes, chair of the USHPA Insurance Committee, the USHPA office.

© 1974 - 2010 United States Hang Gliding and Paragliding Association, Inc. All Rights Reserved

9 First page of USHPA Insurance Policy

The entire **USHPA Insurance Policy** can be printed out to show to a serious, interested landowner if necessary. Download from USHPA.aero Members Only section.

LLOYD'S		PACKAGE POLICY	
Underwriters		Effected with Certain Underwriter's of Lloyd's (hereinafter called the First Flight Insurance Group, Inc. Authority Reference Number L8901 P.O. Box 1048, 4112 N. Creative Hwy Kitty Hawk, NC	
POLICY DECLARATIONS			
Named Insured:	United States Hang Gliding & Paragliding Assoc., Inc.	Policy Number:	
Address:	P O Box 1330	Policy Type:	
City, St, Zip:	Colorado Springs, CO 80901		
DESCRIPTION OF OPERATIONS:		Non-Motorized Hang Gliding and Paragliding	
This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.			
Third Party Liability		TERMINAL	
Terrorism Inclusion		Effective Date	
Tax Filing Fee			
			3/1/2009

10 Additional Insurance Forms There may be more **insurance forms** to deal with. For example, some California State Parks require that their own **insurance form** must be signed by the insurance company and returned to the Park by March 1. USHPA office staff and the insurance company help with these requests.

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Contract No: _____
Date: February 21, 2008

CERTIFICATE OF INSURANCE

This is to certify that the following described insurance, and endorsements shown, are in force with named insurer for period and limits shown on behalf of following named contractor or permittee (assured):

Assured: United States Hang Gliding & Paragliding Assoc. Address: P O Box 1330 Colorado Springs, CO 80901
Type of Business: Hang Gliding and Paragliding
Location Covered: Goat Rock State Beach, south of Jenner, CA
Insurer: Certain Underwriters at Lloyds Address: c/o First Flight Insurance Group, Inc. PO Box 1048, Kitty Hawk, NC 27949
Policy Number: REDACTED Policy Dates: From: 3/1/2008 To: 3/1/2009

Required special endorsement to be added to policy (signature below is certification that the policy does contain this endorsement):

1. The insurer will not cancel or reduce the insured's coverage without 30 days prior written notice to State; and
2. The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this contract.

Upon request, insurer shall furnish State a certified copy of the policy within fifteen days.


<u>Type of Insurance</u>	<u>Limits*</u>	<u>Exposure Applicable to:</u>
Comprehensive General Liability	*\$1,000,000 Per Occurrence *\$2,000,000 General Aggregate	General Liability Insurance

*The State of California is added as an "Additional Insured" pertaining only for Location (site) listed above pertaining to operations noted in "Type of Business" listed above for the following:
Sonoma Wings Hang Gliding Association #33,
514 Poplar Way, Windsor, CA 95482

None	N/A	Builders Risk/Installation Floater
None	N/A	Motor Vehicle Liability Insurance

* See Instructions on back for minimum limits allowable.

This certificate of verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

➤  2/21/08
** WRITTEN SIGNATURE Robert E. Wells, President DATE:
First Flight Insurance Group, Inc.
AGENCY OR COMPANY NAME
4112 N. Croatan Highway – P.O. Box 1048
STREET ADDRESS
Kitty Hawk, NC 27949
CITY AND STATE (ZIP CODE)
(252) 261-1903
PHONE NO.

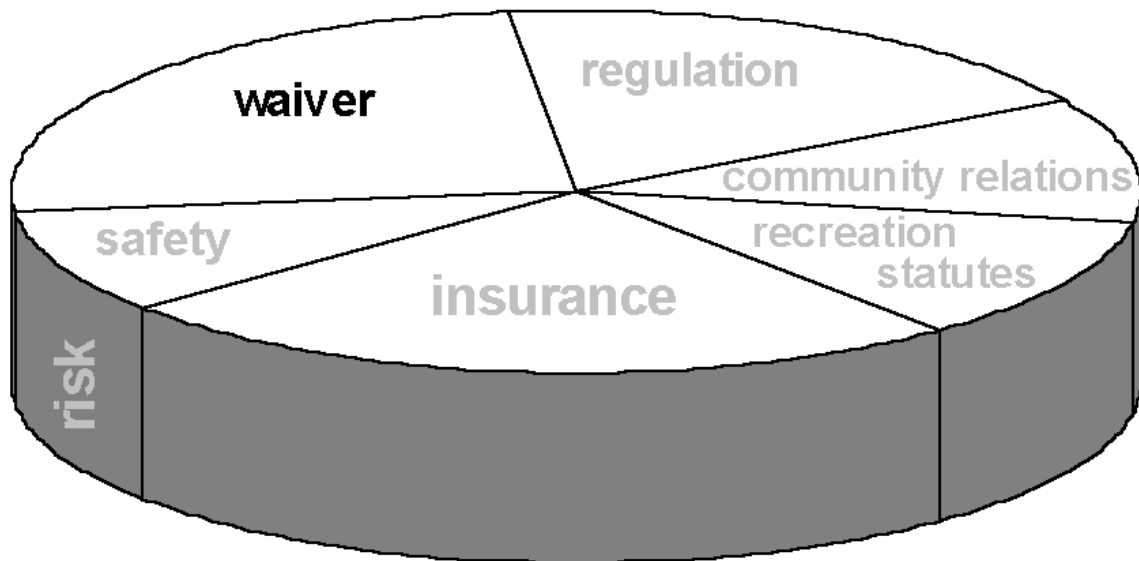
Worker's Compensation Insurance as required in California State Labor Code of all California Employers is in force and carried with:

➤ N/A
** WRITTEN SIGNATURE DATE

AGENCY OR COMPANY NAME

UNDER POLICY NO.

** Certificate must be executed by insurance agent, or employee or insurer, authorized to certify existence of described insurance.



Waivers

USHPA Waiver signed by all Members
Effectiveness of Waivers
Example Waiver

11 Waivers

This Release, Waiver and Assumption of Risk is signed by each USHPA member. Every pilot who flies your USHPA insured sites must have signed this waiver.

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits to be derived from membership in the USHPA, the undersigned pilot (**Pilot**) (and the parent or legal guardian of **Pilot** if **Pilot** is a minor), for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

A. DEFINITIONS - The following definitions apply to terms used in this Agreement:

1. **"PARTICIPATION IN THE SPORT"** means launching (and/or assisting another in launching), flying (whether as pilot in command or otherwise) and/or landing (including, but not limited to, crashing) a hang glider or paraglider.
2. **"SPORTS INJURIES"** means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Pilot** as a result of **Pilot's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any USHPA programs (for example: the Pilot Proficiency System). If **Pilot** is under 18 years of age, the term **"SPORTS INJURIES"** means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Pilot** as well as **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Pilot's** parents or legal guardians, as a result of **Pilot's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any USHPA programs.
3. **"RELEASED PARTIES"** means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
 - a) The United States Hang Gliding and Paragliding Association, a California Non-profit Corporation (USHPA);
 - b) Each of the person(s) sponsoring and/or participating in the administration of **Pilot's** proficiency rating(s);
 - c) Each of the hang gliding and/or paragliding organizations that are chapters of the USHPA;
 - d) The United States Of America and each of the city(ies), town(s), county(ies), State(s) and/or other political subdivisions or governmental agencies within whose jurisdictions **Pilot** launches, flies and/or lands;
 - e) Each of the property owners on or over whose property **Pilot** may launch, fly and/or land;
 - f) All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the site(s) where **Pilot PARTICIPATES IN THE SPORT**. "All persons involved" includes, but is not limited to, spectators, hang glider and/or paraglider pilots, powered ultralight pilots, assistants, drivers, instructors, observers, and owners of hang gliding and/or paragliding equipment; and
 - g) All other persons lawfully present at the site(s) during **Pilot's PARTICIPATION IN THE SPORT**.

B. I FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I MAY HEREAFTER HAVE FOR SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF ANY OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

C. I WILL NOT SUE OR MAKE A CLAIM against any of the **RELEASED PARTIES** for loss or damage on account of **SPORTS INJURIES**. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorneys' fees and costs of the **RELEASED PARTIES**.

D. I AGREE THAT this **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of California. All disputes and matters whatsoever concerning **SPORTS INJURIES** or otherwise arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in the State of California, U.S.A. to the exclusion of the Courts of any other State or Country.

E. SEVERABILITY. If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

F. CONSTRUCTION. This agreement shall apply to any and all **SPORTS INJURIES** occurring at any time after the execution of this agreement. This agreement is in addition to and is not intended to replace any other agreements related to liability for **SPORTS INJURIES** that **Pilot** (or **Pilot's** parents or legal guardians) may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, **Pilot** (and **Pilot's** parents or legal guardians) intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.

G. I REPRESENT THAT Pilot is at least 18 years of age, or, that I am the parent or legal guardian of **Pilot** and am making this agreement on behalf of myself and **Pilot**. If I am the parent or legal guardian of **Pilot**, **I AGREE TO INDEMNIFY AND REIMBURSE** the **RELEASED PARTIES** for their defense and indemnity from any claim or liability in the event that **Pilot** suffers **SPORTS INJURIES** as a result of **Pilot's PARTICIPATION IN THE SPORT**, even if caused in whole or in part by the action, inaction or negligence (whether active or passive) of any of the **RELEASED PARTIES** to the fullest extent allowed by law.

H. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE (WHETHER PASSIVE OR ACTIVE) OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN HANG GLIDING AND/OR PARAGLIDING AND THAT ACTION, INACTION OR NEGLIGENCE OF OTHERS CAN INCREASE THOSE DANGERS. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PREVENT ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY PILOT IN CONNECTION WITH HANG GLIDING/PARAGLIDING.

WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING!

Pilot's Signature

Date

Print Pilot's Name

Signature of Pilot's Parent or Legal Guardian if Pilot under 18 years of age

Date

Pilot's USHPA Number

MMR 052708

12 Effectiveness of waivers

A properly constructed waiver can be effective in court. The USHPA Waiver, Release, and Assumption of Risk is well constructed.

THE EFFECTIVENESS OF WAIVERS AND RELEASES IN LIMITING LANDOWNER LIABILITY IN RECREATIONAL SPORTING ACCIDENTS

By Timothy E. Herr
© Copyright 1989

Recreational activities oftentimes involve risks of injury or even death. Recreational activities are typically conducted on property that is not owned by the participants. With the liability crisis in this country and, particularly, in California, landowners and others engaged in the operation of areas where recreational sports take place have required participants in the sports to sign waivers and releases.

Releases have proven most effective in California in preventing participants and heirs of participants in recreational sports from recovering damages from the owners of premises where the recreational activities take place. In all but one published case decided on the subject in the last three years, the California courts have upheld the waiver and release and have refused to allow the injured participant or her/his heirs to recover damages. While anyone with \$114.00 and a typewriter can file a lawsuit, a proper release will allow the released party to get out of the lawsuit at a minimum of costs and attorney's fees. Further, given the current state of law as reflected in the recent Appellate Court decisions, very few attorneys would be willing to represent a participant or heir of a participant who has signed a valid release. This is because the releases have been attacked on virtually every ground imaginable and, yet, have been sustained by the courts time after time.

For instance, in Hulsey v. Elsinore Parachute Center (1985) 168 Cal. App. 3d 333, a student sky diver was injured when he collided with electric power lines on his first jump. Prior to the jump, the student signed an agreement and release of liability, releasing the parachute school and property owners from all liability for any injuries he might receive or, even, death. The court threw out the student's lawsuit.

The student first attacked the release, complaining that he did not know what he was signing. The court held that the release was simple, clear, unambiguous and, therefore, clearly notified the student of the effect of signing the release.

The student next attacked the release, arguing that it was void against public policy, since it would relieve someone of their own negligence. The court rejected that argument, as well, holding that releases are not against public policy so long as they are clear and unambiguous.

The student then attacked the release, arguing that it was an unconscionable contract. The court rejected that argument, as well, noting that the student voluntarily engaged in the activity and the wording of the release clearly informed the student that, if he were to be injured, he would not be able to sue.

The student then argued that parachuting was an "ultra-hazardous" activity and, therefore, the release would not be enforceable. The court rejected the "ultra-hazardous" argument, as well. First, the court held that parachuting is not "ultra-hazardous" because, like flying, parachutists can control their direction and, while the sport is not the most popular in the world, it is far from uncommon. The court then noted that, even if parachuting was an "ultra-hazardous" activity, which it was not, the student's written assumption of all risks inherent in the parachuting activities kept the parachute student from recovering on his lawsuit.

The Hulsey v. Elsinore Parachute Center case is important in several respects. First, the case has been repeatedly cited by later decisions, upholding releases and preventing participants and their heirs from suing once a release has been signed. Second, the court held as a matter of law that parachuting and other flight is not "ultra-hazardous" so long as the path of flight can be controlled (as it can be in hang gliding, much more so than parachuting), and the sport is not "uncommon". Contrary to the erroneous assumption at the August 15, 1989, Santa Clara County Board of Supervisor's meeting, the California legislature has nowhere classified hang gliding as an "ultra-hazardous" activity. Rather, the Civil Code Section referred to during that meeting (Civil Code Section 846) classifies hang gliding as a "recreational purpose".

In Coates v. Newhall Land and Farming (1987) 191 Cal. App. 3d 1, a lawsuit was brought by the heirs of a dirt bike rider who died of injuries received while riding on the defendant's park trail. The court held that the release signed by the dirt bike rider before his injury prevented his heirs from suing the park owners.

The release stated that the dirt bike rider assumed all risks of loss, damage, or injury resulting in his use of the dirt bike park. The court held that, since the rider assumed the risk of injury, the park owner owed no duty of care to the rider and, therefore, could not be sued by the rider or his heirs.

The dirt biker rider's heirs argued, as the parachute student in the Elsinore case had argued, that the release was against public policy. The court rejected the argument, held that the release was not against public policy and held that a participant in a recreational sport can assume even an unknown risk, so long as the assumption of risk is done in writing.

The Coates case was followed in Kurashige v. Indian Dunes, Inc. (1988) 200 Cal. App. 3d 606. The court, again, upheld a release signed by a dirt bike rider before a race organized by defendant landowner. This time, the dirt bike rider attacked the release, claiming it was unconscionable. The court rejected the argument, holding, (1) that the rider was not deprived of meaningful choice, since he could have ridden his motorcycle elsewhere, (2) that the release was clear without any hidden terms, and (3) that, since the risk of injury depends to a certain extent on the rider's skill and experience, the risk allocation was not unreasonable.

Powers v. Superior Ct. (1987) 196 Cal. App. 3d 318, modified at 197 Cal. App. 3d 182a, involved an injury suffered by an ultralight pilot when the aircraft's engine failed shortly after takeoff. The ultralight pilot had signed two separate releases prior to launching. The court held that the two releases signed by the injured pilot were sufficiently clear and unambiguous to be an effective defense to the pilot's lawsuit.

The only published case decided in the last three years which let someone sue in spite of the existence of a release, was Scroggs v. Coast Community College District (1987) 193 Cal. App. 3d 1399. In Scroggs, a student scuba diver drowned. His wife filed a lawsuit against the college where the class was taught and on whose premises the accident occurred.

Before the drowning, the student had signed a waiver, which attempted to waive the rights of the student's heirs to file a lawsuit. The court held that the student could not waive his heirs' rights to sue. However, the court noted that, had the student assumed all the risks of injury or death, the court would have ruled differently.

Just last year, the Appellate Court had the opportunity to rule differently in another scuba diving death case, Madison v. Superior Ct. (1988) 203 Cal. App. 3d 589. In Madison, the student scuba diver expressly assumed the risk of injury and/or death from scuba diving in a release signed before the accident. The court held that the release was a complete defense to the diver's heirs' wrongful death lawsuit.

The diver's heirs first argued that, at least, a jury should be impaneled to decide whether the language of the release was clear enough to alert the diver as to what rights he was giving up. The court rejected the argument and, instead, held that the language used was so clear and free from ambiguity that any reasonable person would understand that it relieved the scuba diving school and premises owner from liability.

The diver's heirs also argued that the release violated public policy. The court, again, held that the release did not violate any public policy.

The diver's heirs also argued that a jury should be impaneled to determine what risks the diver had assumed. The court rejected that argument, and held that the language of the release was broad enough to cover all risks of engaging in the sport of diving, whether they were known risks, or unknown risks. Whether the diver knew about a particular risk at the time he signed the release was irrelevant and, thus, the case could be determined at a very early stage in the lawsuit before a lot of costs and fees had been incurred.

California law with respect to the validity of releases where recreational sporting activities are involved, is clear. A properly worded release relieves the released party of all liability.

The California Appellate Court decisions in the last three years set out enough examples of valid release language, so that releases can be drafted with confidence that they will be upheld by the courts. The risk to a landowner who utilizes a proper release and who allows recreational sporting activities to occur on his land is reduced to the risk of incurring a minor amount of attorney's fees and costs in winning a lawsuit at a very early stage. Given the state of the law in California, very few attorneys would be willing to represent a participant or heirs of a participant in a recreational activity when the participant has signed a valid release. Accordingly, the risk of a lawsuit even being filed has been greatly reduced in the last few years. Certainly, the small risk to a landowner who allows recreational activities, such as hang gliding, to take place on his land after proper releases have been signed, is substantially outweighed by the benefits reaped in the recreational enjoyment of the property, especially when that property is public property.

13 Other waivers

Landowners often ask for a waiver of their own that mentions the landowner by name.

Waivers like this often risk being invalidated if challenged.

PILOT'S WAIVER

I acknowledge that there are risks and dangers in flying a hang glider. I hereby release, acquit, and forever discharge the (landowner), its officers, agents, employees, and representatives from any liability, claims, demands, actions or right of action, of whatsoever kind of nature, in law or in equity, that I may have or which may accrue in favor of me or my heirs, executors, administrators and representatives, or any of them, in any way growing out of resulting from or arising in connection with flying a hang glider on its property, and I hereby assume all RISKS of any liability for damage to my person, however caused, by negligence or otherwise, and I hereby give consent to whatever medical care which might be provided or available

The **USHPA Pilot Waiver** that all USHPA Members have signed is an excellent waiver that was written with paragliding and hang gliding as its main focus.

An **Addendum** to the **USHPA Pilot Waiver** is available as a way to include a landowner's name on a waiver that was written with hang gliding and paragliding in mind.

This Addendum, called **AFFIRMATION OF UNITED STATES HANG GLIDING AND PARAGLIDING ASSOCIATION RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT**, is on the next page.

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefit to be derived from membership in the USHPA, the undersigned pilot **Pilot** and the parent or legal guardian of **Pilot's** (as a minor), for themselves, their personal representative, heirs, executors, next of kin, spouse, next of kin, spouse, next of kin and assigns, do agree as follows:

A. DEFINITIONS: The following definitions apply to terms used in this Agreement.

PARTICIPATION IN THE SPORT: means launching and/or coasting another or teaching flying behavior as pilot in command or otherwise and/or landing (including, but not limited to, coasting) a hang glider or paraglider.

SPORTS INJURIES: means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Pilot** or **Pilot's** as a result of **Pilot's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any USHPA program (for example the Pilot Training System). **Pilot's** under 18 years of age has the same **SPORTS INJURIES** means **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by that as well as **personal injury, bodily injury, death, property damage** and/or **any other personal or financial injury** sustained by **Pilot's** parent or legal guardian, as a result of **Pilot's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any USHPA program.

RELEASED PARTIES: means the following, including their wives, officers, directors, agents, spouses, employees, officials, selected or unselected, members, independent contractors, subcontractors, licensees and licensees:

- a) The United States Hang Gliding and Paragliding Association, a California Nonprofit Corporation (USHPA);
- b) Each of the parent(s) sponsoring and/or participating in the administration of **Pilot's** membership (parent(s));
- c) Each of the hang gliding and/or paragliding organizations that are chapters of the USHPA;
- d) The United States Of America and each of the (English), French, Portuguese, Italian and other political subdivisions or governmental agencies where whose jurisdiction **Pilot** touches, flies and/or lands;
- e) Each of the property owners on or over whose property **Pilot** may launch, fly and/or land;
- f) All persons involved, in any manner, in the sport of hang gliding and/or paragliding, at the state where **Pilot PARTICIPATES IN THE SPORT** (all persons involved) include, but is not limited to, spectators, hang glider and/or paraglider pilots, powered aircraft pilots, assistants, chutes, instructors, observers, and owners of hang gliding and/or paragliding equipment; and
- g) All other persons (including parent(s) of the child) during **Pilot's PARTICIPATION IN THE SPORT**.

B. I HEREBY RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I MAY HEREAFTER HAVE FOR SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF ANY OF THE RELEASED PARTIES TO THE FULLEST EXTENT ALLOWED BY LAW.

C. I WILL NOT SUE OR MAKE A CLAIM against any of the **RELEASED PARTIES** for loss or damage or payment of **SPORTS INJURIES**. I understand this agreement (including such release of claims) shall not be construed to limit the right of any party to bring a claim or lawsuit against any party.

D. I AGREE THAT THIS AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. All disputes and matters whatsoever concerning **SPORTS INJURIES** or otherwise arising under or incident to this Agreement shall be litigated if at all, in and before the Court located in the State of California, USA, for the resolution of the Court of any other State or Country.

E. SEVERABILITY: If any part of this paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be construed and interpreted to the extent necessary to bring it within the requirements of this law, and the remainder of the Agreement shall continue in full force and effect.

F. CONSTRUCTION: No agreement shall apply to any and all **SPORTS INJURIES** arising out of any claim, other than the execution of the agreement. The agreement is in addition to and is not intended to replace any other agreements related to liability for **SPORTS INJURIES** for **Pilot** or **Pilot's** parent or legal guardian may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, **Pilot** and **Pilot's** parent or legal guardian intend to be subject to the agreement that provides the most extensive release of claims and assumption of all claims by law.

G. I REPRESENT THAT **Pilot** is at least 18 years of age, or, that I am the parent or legal guardian of **Pilot** and on making this agreement on behalf of myself and **Pilot**. If I am the parent or legal guardian of **Pilot**, I **AGREE TO INDEMNIFY AND REIMBURSE** the **RELEASED PARTIES** for their defense and recovery from any claim or liability in the event that **Pilot** causes **SPORTS INJURIES** as a result of **Pilot's PARTICIPATION IN THE SPORT** even if caused in whole or in part by the action, inaction or negligence whether active or passive of any of the **RELEASED PARTIES** to the fullest extent allowed by law.

H. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE (WHETHER PASSIVE OR ACTIVE) OF THE RELEASED PARTIES TO THE FULLEST EXTENT ALLOWED BY LAW.

I ACKNOWLEDGE THAT I HAVE READ THE AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN HANG GLIDING AND/OR PARAGLIDING AND THAT ACTION, INACTION OR NEGLIGENCE OF OTHERS CAN INCREASE THOSE DANGERS. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PREVENT ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED PARTIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, INCARCERATION, DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY PILOT IN CONNECTION WITH HANG GLIDING/PARAGLIDING.

WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING!

Pilot's Signature _____ **Date** _____ **Pilot's Name** _____

Signature of Pilot's Parent or Legal Guardian if Pilot under 18 years of age _____ **Date** _____ **Pilot's USHPA Number** _____ **MMH 02/07/08**

AFFIRMATION OF UNITED STATES HANG GLIDING AND PARAGLIDING
ASSOCIATION RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration for being provided access to the _____

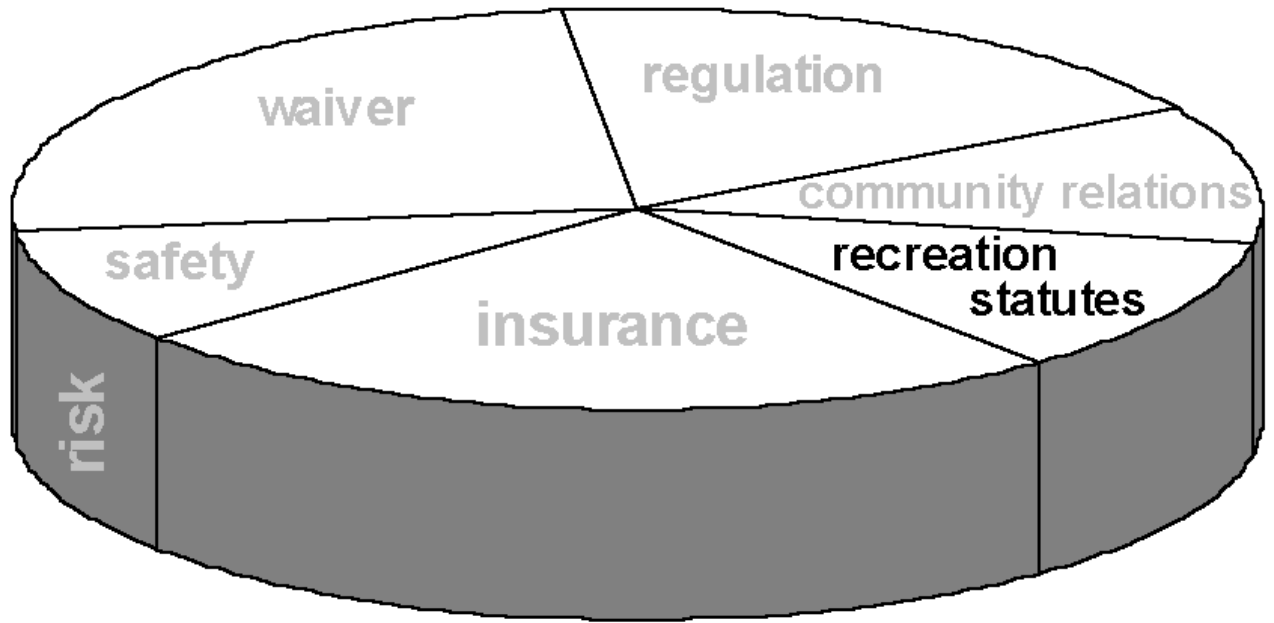
(insert site name) site for the purpose of hang gliding and/or paragliding, I hereby reaffirm the United Hang Gliding And Paragliding Association Release, Waiver and Assumption of Risk Agreement (the "USHPA Release") signed by me and currently on file with the USHPA. The definitions of the USHPA Release are hereby incorporated by reference as though fully set forth in this Affirmation.

1. I further acknowledge that the following persons are **RELEASED PARTIES** as that term is used in the USHPA Release:

This specification of certain **RELEASED PARTIES** is not meant to be an all-inclusive list or to limit in any way the scope of persons included within the definition of **RELEASED PARTIES** in the USHPA Release. It is made to give assurance to those listed that they are included within the scope of the definition of **RELEASED PARTIES**.

2. I further **AGREE TO INDEMNIFY AND REIMBURSE** the **RELEASED PARTIES** listed in paragraph 1 above for their defense and indemnity (to the limited extent that the defense and indemnity are not otherwise covered by collectible insurance) in the event that someone suffers **personal injury, bodily injury, death, or property damage** as a result of my negligence (whether active or passive) or willful misconduct in connection with my **PARTICIPATION IN THE SPORT**.
3. This affirmation in no way limits, restricts or narrows the terms or scope of the USHPA Release signed by me.

_____ <i>Pilot's Signature</i>	____/____/____ <i>Date</i>	_____ <i>Print Pilot's Name</i>
_____ <i>Signature of Pilot's Parent or Legal Guardian if Pilot under 18 years of age</i>	____/____/____ <i>Date</i>	_____ <i>Pilot's USHPA Number</i>



Recreational Statutes

California's Civil Code Section 846, for private landowners

list of states' recreational statutes

California's Government Code Section 831.7, for public entities, employees

14 Recreational Liability Statutes protect private landowners

Most states have laws that protect landowners from liability for giving permission to use their land for recreational purposes. Such recreational use is encouraged by State Legislatures. Many states have added the words “paragliding” and/or “hang gliding” to these statutes.

There are many details to these laws. The landowner can’t charge for your use. There may be different classes of users, licensees, invitees, which can effect liability. Study your own state’s recreational use statutes, so you will not violate some provision by mistake.

Example: California’s **Civil Code Section 846** protects landowners from being sued by recreational users. Hang gliding is mentioned as a recreational use.

California Civil Code Section 846

846. An owner of any estate or any other interest in real property, whether possessory or nonpossessory, owes no duty of care to keep the premises safe for entry or use by others for any recreational purpose or to give any warning of hazardous conditions, uses of, structures, or activities on such premises to persons entering for such purpose, except as provided in this section. A "recreational purpose," as used in this section, includes such activities as fishing, hunting, camping, water sports, hiking, spelunking, sport parachuting, riding, including animal riding, snowmobiling, and all other types of vehicular riding, rock collecting, sightseeing, picnicking, nature study, nature contacting, recreational gardening, gleaning, **hang gliding**, winter sports, and viewing or enjoying historical, archaeological, scenic, natural, or scientific sites.

An owner of any estate or any other interest in real property, whether possessory or nonpossessory, who gives permission to another for entry or use for the above purpose upon the premises does not thereby (a) extend any assurance that the premises are safe for such purpose, or (b) constitute the person to whom permission has been granted the legal status of an invitee or licensee to whom a duty of care is owed, or (c) assume responsibility for or incur liability for any injury to person or property caused by any act of such person to whom permission has been granted except as provided in this section.

This section does not limit the liability which otherwise exists (a) for willful or malicious failure to guard or warn against a dangerous condition, use, structure or activity; or (b) for injury suffered in any case where permission to enter for the above purpose was granted for a consideration other than the consideration, if any, paid to said landowner by the state, or where consideration has been received from others for the same purpose; or (c) to any persons who are expressly invited rather than merely permitted to come upon the premises by the landowner. Nothing in this section creates a duty of care or ground of liability for injury to person or property.

15 State recreational laws - from American Whitewater Assn

See <http://www.americanwhitewater.org/archive/article/123/> for links to each state's recreational use statutes.

The numbers for each state's statute(s) are given below. An internet search for your state and statute number is a good place to start. You should become familiar with your state's statutes.

State	Statue No.	State	Statue No.
Alabama	35-15-1	Montana	70-16-301
Alaska	09.65.200	Nebraska	37-730
Arizona	33-1551	Nevada	41.51
Arkansas	18-11-301	New Hampshire	XVIII-212-34
California	2-2-3-2-846	New Jersey	13-1(B)B-15-133
Colorado	33-41-101	New Mexico	17-4-7; 66-3-1013; 16-3-9
Connecticut	52-557	New York	9-103
Delaware	7-VI-5901	North Carolina	113(A)-6-95
Florida	XXVIII-375.251	North Dakota	53-08-1
Georgia	51-3-20	Ohio	XV-33-18
Hawaii	3-28-520-1	Oklahoma	76-10
Idaho	36-16	Oregon	105.672
Illinois	745-65-1	Pennsylvania	68-11-477
Indiana	14-22-10	Rhode Island	32-6-1
Iowa	XI-2-461(C)	South Carolina	27.3-10
Kansas	58-3201	South Dakota	20-9-11
Kentucky	XXXVI-411-190	Tennessee	11-10-101
Louisiana	9-III-V-2-2791 & 2795	Texas	4-75.001
Maine	14-1-7-159(A)	Utah	57-14-1
Maryland	5-1101	Vermont	10-020-441, 12-5791
Massachusetts	I-21-17	Virginia	29.1-509
Michigan	324.73301	Washington	4-24.200
Minnesota	604(A)20	West Virginia	19-25-1
Mississippi	89-2-1	Wisconsin	895.52
Missouri	XXXVI-537.345	Wyoming	34-19-101

16 Recreational Liability Statutes protect California public

landowners If the landowner is the state, county, or other public entity in California, Government Code 831.7 protects public employees from any suits that might result from allowing hazardous recreational activities on public land.

CALIFORNIA CODES: GOVERNMENT CODE SECTION 831.7

831.7 Hazardous recreational activities

(a) Neither a public entity nor a public employee is liable to any person who participates in a hazardous recreational activity, including any person who assists the participant, or to any spectator who knew or reasonably should have known that the hazardous recreational activity created a substantial risk of injury to himself or herself and was voluntarily in the place of risk, or having the ability to do so failed to leave, for any damage or injury to property or persons arising out of that hazardous recreational activity.

(b) As used in this section, "hazardous recreational activity" means a recreational activity conducted on property of a public entity which creates a substantial (as distinguished from a minor, trivial, or insignificant) risk of injury to a participant or a spectator.

"Hazardous recreational activity" also means:

(1) Water contact activities, except diving, in places where or at a time when lifeguards are not provided and reasonable warning thereof has been given or the injured party should reasonably have known that there was no lifeguard provided at the time.

(2) Any form of diving into water from other than a diving board or diving platform, or at any place or from any structure where diving is prohibited and reasonable warning thereof has been given.

(3) Animal riding, including equestrian competition, archery, bicycle racing or jumping, mountain bicycling, boating, cross-country and downhill skiing, **hang gliding**, kayaking, motorized vehicle racing, off-road motorcycling or four-wheel driving of any kind, orienteering, pistol and rifle shooting, rock climbing, rocketeering, rodeo, spelunking, sky diving, sport parachuting, paragliding, body contact sports (i.e., sports in which it is reasonably foreseeable that there will be rough bodily contact with one or more participants), surfing, trampolining, tree climbing, tree rope swinging, waterskiing, white water rafting, and windsurfing. For the purposes of this subdivision, "mountain bicycling" does not include riding a bicycle on paved pathways, roadways, or sidewalks.

(c) Notwithstanding the provisions of subdivision (a), this section does not limit liability which would otherwise exist for any of the following:

(1) Failure of the public entity or employee to guard or warn of a known dangerous condition or of another hazardous recreational activity known to the public entity or employee that is not reasonably assumed by the participant as inherently a part of the hazardous recreational activity out of which the damage or injury arose.

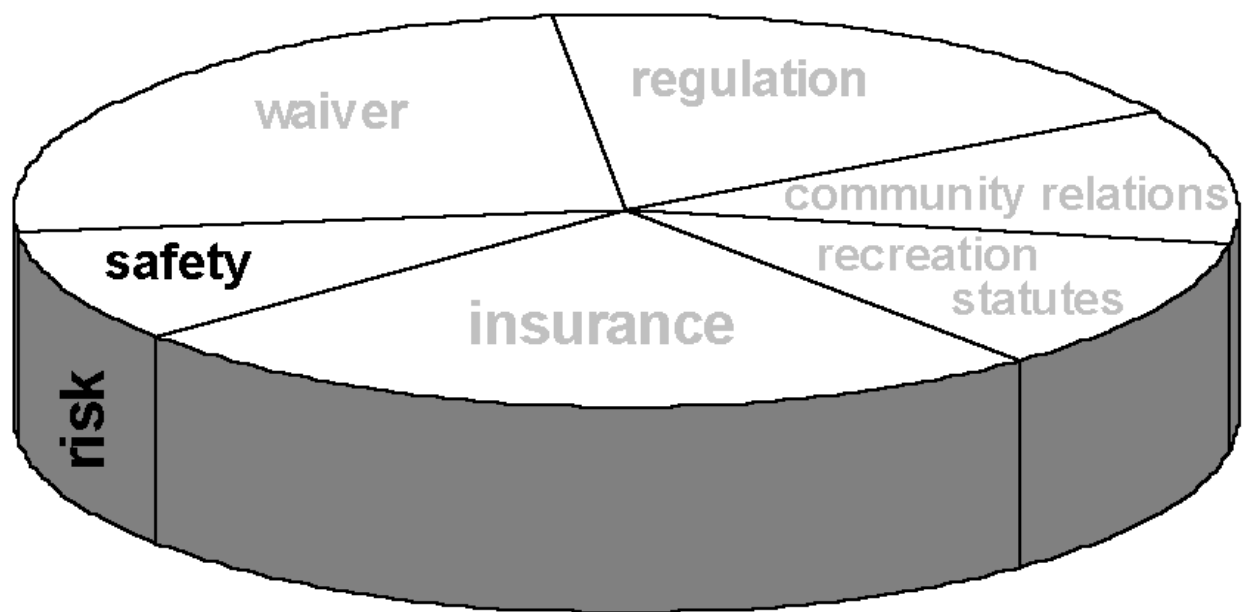
(2) Damage or injury suffered in any case where permission to participate in the hazardous recreational activity was granted for a specific fee. For the purpose of this paragraph, a "specific fee" does not include a fee or consideration charged for a general purpose such as a general park admission charge, a vehicle entry or parking fee, or an administrative or group use application or permit fee, as distinguished from a specific fee charged for participation in the specific hazardous recreational activity out of which the damage or injury arose.

(3) Injury suffered to the extent proximately caused by the negligent failure of the public entity or public employee to properly construct or maintain in good repair any structure, recreational equipment or machinery, or substantial work of improvement utilized in the hazardous recreational activity out of which the damage or injury arose.

(4) Damage or injury suffered in any case where the public entity or employee recklessly or with gross negligence promoted the participation in or observance of a hazardous recreational activity. For purposes of this paragraph, promotional literature or a public announcement or advertisement which merely describes the available facilities and services on the property does not in itself constitute a reckless or grossly negligent promotion.

(5) An act of gross negligence by a public entity or a public employee which is the proximate cause of the injury. Nothing in this subdivision creates a duty of care or basis of liability for personal injury or for damage to personal property.

(d) Nothing in this section shall limit the liability of an independent concessionaire, or any person or organization other than the public entity, whether or not the person or organization has a contractual relationship with the public entity to use the public property, for injuries or damages suffered in any case as a result of the operation of a hazardous recreational activity on public property by the concessionaire, person, or organization.



Risk and Safety

fatality record
study of risk

17 Risk and Safety - Isn't that dangerous?

One way to answer the question “Isn't that dangerous?” is to say that yes, hang gliding can be dangerous but we try to be as safe as we can and look out for each other. Hang gliding was more dangerous in the old days, but is much safer now, similar to a lot of other activities, because of

- better equipment, especially better designed, stronger gliders that fly better
- better training due to USHPA Pilot Proficiency Program and Instructor Certification
- experience gained at other sites
- pilots fly in groups, share experience, look out for each other
- we respect the risk and take it very seriously, but the rewards can be great

Fatalities

	HG	PG		HG
2009	3	3	1990	6
2008	4	1	1989	12
2007	1	4	1988	7
2006	0	6	1987	18
2005	5	3	1986	5
2004	1	4	1985	9
2003	2	9	1984	8
2002	0	7	1983	14
2001	1	0	1982	12
2000	2	1	1981	21
1999	7	1	1980	23
1998	9	4	1979	30
1997	8	4	1978	23
1996	7	3	1977	24
1995	6	2	1976	38
1994	9	1	1975	32
1993	8	6	1974	40
1992	5	3	1973	9
1991	8	4		

A COMPARISON OF FATALITY STATISTICS

by Jack Doughty

Modern hang gliding has been around for over 30 years and paragliding, for nearly 15 years. During the early evolution of recreational soaring flight, gliders were either home or factory-built in the absence of any manufacturing or certification standards. Understandably, the fatality rates were high.

In 1973, one of the larger hang gliding clubs in California transformed itself into a national organization. It is now known as the United States Hang Gliding Association (USHGA). Slowly, over the years, the USHGA and manufacturers established a set of standards for gliders, along with safety and certification programs for flyers. The efforts of the USHGA and hang glider manufacturers can clearly be seen in the subsequent years as evidenced by a dramatic drop in raw fatality numbers even as participant numbers continued to increase from 1974 to the present.

Unfortunately, the stigma of a high-risk activity has remained with the sports of paragliding and hang gliding. The public's first impression has turned into a belief, which has perpetuated itself over the years. This belief is now so ingrained in present-day society that it has become dogma. And herein lies the problem. Established flying sites continue to be closed due to increasing pressure from land development and fear of litigation, while few new flying sites are being developed for the same reasons.

Is there a solution to this problem or will it ultimately lead to the extinction of our sports? It is difficult to answer at this point. However, there is one logical alternative: Establish more flying sites on local and national public lands. These areas are immune to land development and litigation is of lesser concern, particularly at the federal level.

One of the key stumbling blocks to public land use is that our sports are not generally considered a traditional or acceptable recreational activity as implied in a

1982 Notice of Proposed Rule-Making (NPRM) and its associated 1983 Final Rule. A relatively obscure section (36 CFR 2.17A-1) of this final rule in fact classifies our sports along with general aviation (which includes jets, powered ultralights and other motorized aircraft) and prohibits it in all parks and most other public lands except under special, limited circumstances. Thus, a request to use a federal park for the purpose of hang gliding or paragliding is subject to complex Special Use Rules (SUR's) and requires Special Use Permits (SUP's) before it can even be considered.

To make matters worse, SUR's and SUP's are usually associated with activities that are widely believed to be inappropriate, unintended, or high-impact uses of public lands. A case in point is the National Park Service (NPS). The NPS recently defined the meaning of "special use" by citing numerous examples of non-traditional activities that are considered beyond its regular programs. Examples ranged from large wedding parties to commercial profit-center operations, and even sewer-line rights of way! Our sport clearly does not in any way fit the special use definition represented by these types of non-traditional activities. Yet, the NPS continues to invoke the 1983 final rule which suggests that paragliding and hang gliding are indeed an unintended, inappropriate, or high-impact use of public lands. The rule thus classifies our sports as a special use to be allowed only by additional rulemakings requiring full public involvement and policy reviews on a *park-by-park* basis. In essence, it effectively prohibits our sports in all national parks except those in which an individual park manager has gone

to the trouble of following cumbersome notice-and-comment rulemaking procedures before authorizing an SUP, a difficult task at best. Furthermore, SUP's almost always apply more stringent restrictions than the so-called "traditional" activities and are sometimes worded in ways that are open to a wide array of interpretations. With this in mind, one can easily see that the probability of acquiring such a permit is low. To be blunt, it is currently much easier for a park manager to say "no" to a special use permit than it is to say "yes."

We believe that our recreational activities simply do not fit the special use model ascribed to by many federal agencies. For this reason the NPRM objective was initiated by the Water Gap Hang Gliding Club and later supported by the USHGA. The NPRM objective is simple, to reclassify our sports as a traditional, low-impact, and generally acceptable use of public lands. If we are successful in this endeavor we will negate the need for SUR's and SUP's. It will then be easier for a park manager to say "yes" to hang gliding and paragliding than it will be to say "no."

In order for this to be accomplished, two questions have to be answered for the park systems: 1) What is the potential environmental or ecological impact on the park system? 2) What is the associated risk of such activity to both participants and other park visitors? The first question is addressed by estimating impact usage based on prevailing winds and microclimate for a specific area. This is covered under the weather statistics section of the NPRM and will be the subject of a future article for this magazine. The second is answered by comparing

the fatality statistics of our sports to activities already classified as traditional and commonly practiced on public lands.

FATALITY STATISTICS PROTOCOL FOR ESTIMATES

This report compares the fatality statistics of hang gliding and paragliding to the following activities: scuba diving, swimming, biking, boating, mountain/rock climbing and personal watercraft (PWC). In order to compare these diverse activities one cannot solely view just the total number of fatalities (raw fatality numbers) per activity per year. To appropriately express the data the fatalities for each activity should be normalized according to the number of participants. This is known as the fatality rate and it is often expressed as function of the fatalities per year per 100,000 participants.

Initial review of the raw data (participant numbers and total fatalities per year) revealed higher than expected participant numbers for the more common recreational activities practiced on public lands. Upon closer inspection of the data it became apparent that reported participant numbers were defined somewhat differently for each type of activity. For example, boating uses the number of registered boats, skiing uses reported ticket sales and other unspecified factors, and surveys of the general public are used for still other estimates. Furthermore, active participants were not differentiated from casual participants (as low as once a year).

Thus, it becomes clear that how an activity defines its participants ultimately affects the calculations of the fatality rate for that specific activity. In order to realistically compare paragliding and hang gliding fatality rates with these other activities, it was necessary to develop estimates of participant numbers based not only on registered USHGA members but also on actual field data from training schools and other sources.

Accordingly, we initiated an electronic survey to query both hang gliding and paragliding schools for participant numbers. A participant was defined as an individual who 1) wanted to experience paragliding or hang gliding through a one-time tandem flight, 2) took a single lesson or series of lessons but did not become a USHGA member, 3) is not a USHGA member but flies on a regular basis. The first two groups are defined as first-time participants (FTP's) and the third group is

School Category	Number of Reporting Schools	FTP Sum of reported values	FTP Mean	Estimate of School #	FTP Calculated Totals
*Extra large	1	15000	15000	1	15000
Large	6	10100	1683	10	16833
Mid	7	2530	361	105	37950
Small	3	105	35	45	1575
Total:	17	27735		161	71358
					Registered Members: 10000
*Kitty Hawk Kites					Non-member: 5000
					Estimate of Total Participants: 86358

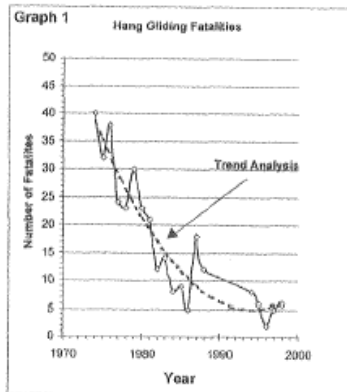
Table 2

Year	Fat Total Free	Fat Tandem Pas	Fat Non Member	Fat Raw Total	Total Member	Participants Fat/100K	**D-FTP Fat/100K
1998	4	1	1	6	10200	35.3	6.9
1997	4	0	1	5	10150	29.4	5.8
1996	2	0	0	2	10000	11.8	2.3
1995	6	0	0	6	9900	35.3	6.9
1994	7	0	1	8	10000	47.1	9.3
Total	23	1	3	27			
Mean	4.6	0.2	0.6	5.4	10070	31.8	6.3

FTP=First Time Participants
Fat=Fatalities
*H-Factor 1995 Hicketh estimate 17,000
**D-FTP 1999 Doughty estimate of FTP 86,358

Table 3

	Years	Mean Fat/year	Participants	Percent of National Pop.	Mean Fat/100K Part.
Hang Gliding	1994-1998	5	86,358	0.035%	6.25
Mountain Climbing	1992-1996	31	400,000	0.160%	7.75
Skiing	1998	39	10,400,000	4.2%	0.38
PWC	1992-1997	56	714,471	0.286%	7.79
Scuba diving	1996	85	2,400,000	1.0%	3.54
Biking	1992-1997	785	80,600,000	32.2%	0.97
Boating	1992-1997	793	11,628,390	4.7%	6.82
Swimming	1998	1500	58,200,000	23.3%	2.58



defined as a non-member. Our rationale for including these groups is based on the fact that a fatality occurring within these groups would be recorded as a fatality for our sport. Thus, the total participant number would be the sum of USHGA members, FTP's and non-members.

Using the <http://www.web-search.com/school.html> website as a source for hang gliding and paragliding schools,

70 e-mails were sent out. We received 17 responses, which equates to a 24% response rate. The schools were then broken down into three categories based on the number participants: large, mid-size and small. Schools that were classified as large had more than 1,000 participants per year, mid-size schools ranged between 100 to 1,000 participants, and small schools had fewer than 100 participants per year. Total partici-

pant numbers for each school size was then calculated using the following protocol: (average number of participants) x (estimated number of schools).

There were seven schools that responded to the electronic survey that met the large school criterion. A conservative estimate for the total number of large schools nationally would be 10. This is based on prior knowledge of well-known large schools. Matt Taber, owner and operator of Lookout Mountain Flight Park, provided the information and contacts for most of these larger schools. The total number of mid- to small-size schools nationally was estimated using a calculation based on the percent of return for each category times the total number of schools nationally. There were approximately 100 e-mail addresses listed on the above-mentioned website. It would be fair to assume that not every hang gliding/paragliding school in the U.S. is listed on this site. In fact, one school in the survey was contacted by phone since it was local and not listed on the website. If we speculate that the website listed between 50%-75% of the schools in the U.S., that would give us a range of schools somewhere between 100 to 200 nationally. We believe that a conservative estimate for the total number of schools in the U.S. would be the mean of that range, or 150.

RESULTS

A total of 17 schools responded to the e-survey with a total FTP number of 27,735. One school, Kitty Hawk Kites, reported an FTP number which was almost 10 times the mean FTP reported for the large school category, and it was therefore removed from this group and given its own category (Table 1). We have estimated that there are 150 schools nationally that fall into the combined category of mid to small size. This combined category had a total of 10 responders, with 70% of the responses obtained from mid-size schools and 30% from small. These percentages were then used to calculate the estimated number of schools in each of these two categories. Based on these calculations the total number of estimated participants for the sports of hang gliding and paragliding is approximately 86,358. Non-member estimates were based on three responders who indicated that non-members represented more than half the population of practicing pilots.

Total fatality numbers for paragliding

and hang gliding were provided by Bill Bryden, USHGA Accident Review Chairman. These numbers are broken out by category: free flight, tandem and non-member. Fatalities directly involving motorized towing *before release* were excluded. However, once a successful release was accomplished, the flight was considered a free flight and was included in the raw fatalities (Fat) number. The Fat rates per 100,000 were calculated using both the Hildreth estimate from 1985 and the newer estimates based on the e-survey (Table 2). The Hildreth number for participants is based on only two groups, members and non-members. It does not include the FTP estimate.

The Fat raw numbers over the past 20 years have shown a significant decrease (Graph 1). Applying a regression trend analysis to these data shows a decreasing trend line, which plateaus out after the year 1990.

A comparison of fatality rate statistics per 100,000 participants for eight common recreational activities reveals that hang gliding and paragliding rank fourth among these activities (Table 3). Although it had the lowest number of raw fatalities per year, hang gliding and paragliding also had the lowest number of participants, thus yielding a mean fatality rate of 6.25.

Participant numbers and mean fatality per year data were obtained from the following sources:

- Mountain Climbing — *Accidents in North American Mountaineering and Outdoor Recreation Participation Study (ORCA)*
- Skiing — National Ski Area Association, *NSAA Safety Initiative 2000 Fact Sheet*
- Boating and PWC — U.S. Coast Guard, *Recreational Boating and Accident Statistics, 1997*
- Biking — Bicycle Helmet Safety Institute
- Swimming and Scuba Diving — National Center for Injury Prevention and Control and National Ski Area Association, *NSAA Safety Initiative 2000 Fact Sheet*

DISCUSSION

From its inception hang gliding has been viewed as a high-risk sport. In the early 1970's fatality rates were inordinately high. This rate has substantially decreased mainly due to the proactive approach of the USH-

GA from 1974 on. The data show a steady decline in fatality rates over the past 25 years. Trend analysis indicates that it has reached a baseline that equates to about five fatalities per year. This rate, based on FTP's, registered members and non-members, is consistent with and comparable to rates for other traditional sport activities that are now practiced on public lands.

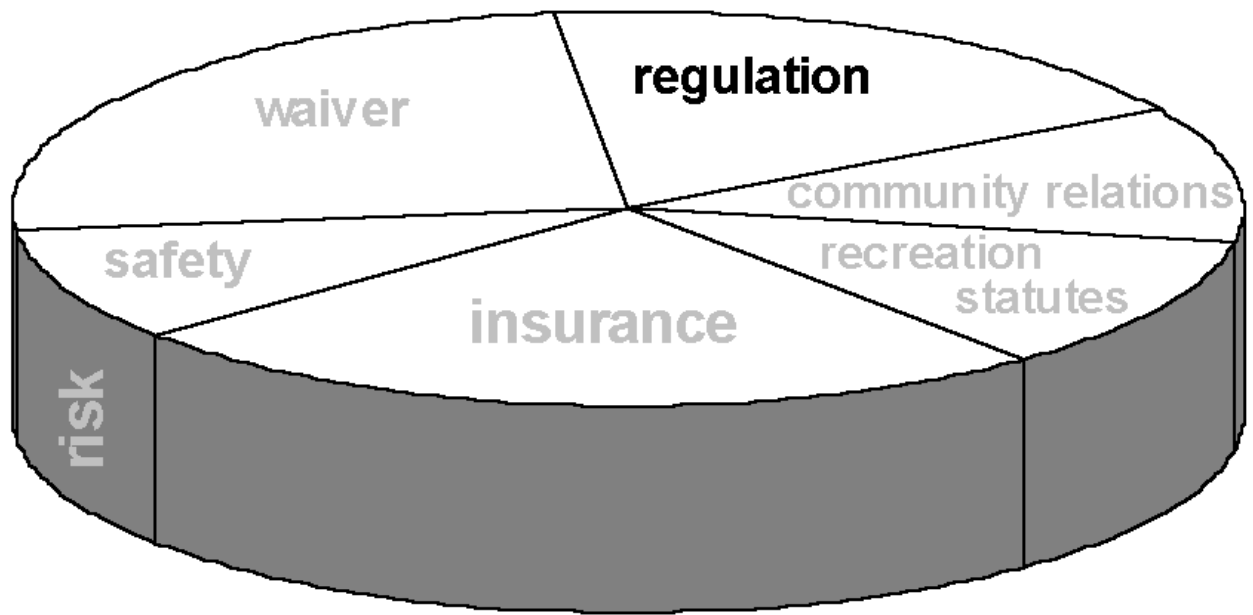
The use of FTP's is justified from two important standpoints. First, fatalities occurring within this group would definitely be registered against hang gliding and paragliding. Second, other sport activities inherently use FTP's, although they are frequently not defined as such. As examples, if you just purchased a new boat, tried skiing for the first time, took a one-time rock-climbing class, or took a scuba diving class during an island vacation, you would be included in that sport's participant numbers.

It is evident from the data presented here that the voluntary development of glider standards, safety regulations and operator certification programs over the past 25 years has dramatically reduced the fatality rate to a level comparable to or better than that of commonly practiced, so-called traditional outdoor activities. It is our contention that the sports of hang gliding and paragliding should therefore finally be classified and viewed for what they are, traditional recreational activities suitable to be practiced on public lands.

ACKNOWLEDGEMENTS

Several people were very helpful in the formulation of this report. Special thanks go to Matt Taber (Lookout Mountain Flight Park) for his help, enthusiastic support and the information he provided about large schools. Thanks also to the following: the people who maintain the Sky Adventures website that was crucial in obtaining contacts for the electronic surveys; Bruce Weaver of Kitty Hawk Kites, for the information he provided on his very large school; Stacy Gardner, NSAA Director of Communications, for providing the fatality statistics on skiing and other recreational activities; Region 7 Director Bill Bryden, USHGA Accident Review Chairman, for providing the hang gliding and paragliding fatality numbers; and, last but not least, Mr. Jack Eckert, Secretary of the WGHGC, who plays a great "devil's advocate" when considering information and ideas. ■

HANG GLIDING



regulating a site
site rules example

19 Regulation can include:

drawing up a set of flight rules for your new site

- USHPA membership required (if there is Site Insurance)
- minimum pilot requirements
- good equipment in good condition
- everyone must get a site intro
- someone has the authority to oversee, stop flying if necessary

enforcing the flight rules

- making the site rules known to pilots
- stopping, from flying, anyone who does not comply with the rules

You may not be able to stop an individual from flying at a site, but it is important to try. Peer pressure, repeated reminders can work over time.

Rating revocation, being banned from a site have been used, often with good results.

making regulation a positive

- invite qualified pilots to come out for a site intro
- sponsor good newer pilots, stress good site management

ok to start out strict

- rules can be relaxed a little after a couple years of gaining experience and establishing a good reputation

20 Example of Site Rules. Site is behind a locked gate, which makes regulation easier.

Mt. St. Helena Site Rules

These rules for hang gliding at Mt. St. Helena will be in effect until further notice.

I. PARK REGULATIONS

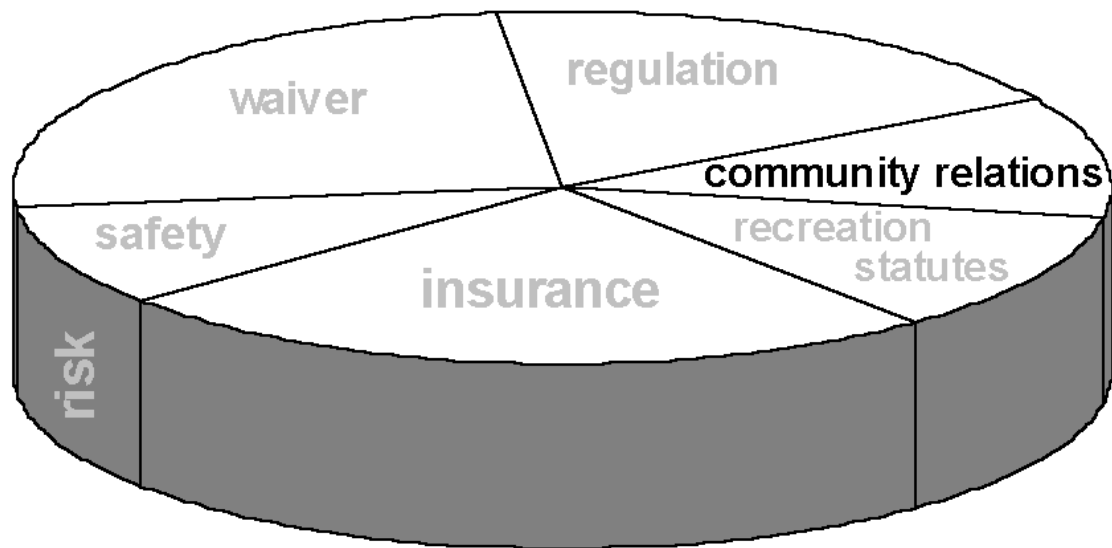
- 1) All Robert Louis Stevenson State Park rules and regulations must be observed. Pilots and their guests are responsible for knowing these rules.
- 2) Hikers have right of way. Drive so as to create a minimum of dust, especially when passing hikers. We want no complaints from hikers about this.
- 3) Dogs are not allowed in the park.
- 4) Smoking is not allowed in the park because of the high fire risk.
- 5) Hang glider vehicles must stay on designated roads. They are not allowed on the road to the North Peak.
- 6) Hang gliders may launch only from designated launch areas.

II. PILOT QUALIFICATIONS

- 1) Pilots must be current USHPA members.
- 2) Pilots must be members of Sonoma Wings, or be a sponsored guest of Sonoma Wings. Sponsors are responsible for their guests, and ensuring that they are familiar with the rules.
- 3) Pilots must have an advanced (Hang 4 or P4) rating, (or be rated Hang 3 or P3 with mountain flying experience, and be sponsored by a Sonoma Wings committee member).

III. SITE PROCEDURES

- 1) Use is limited to 3 vehicles and 20 pilots maximum. **Drivers must exercise extreme caution while driving on Park roads due to hikers.** Do not exceed 20 mph and go dead slow when passing hikers!
- 2) All streamers, windsocks and any litter must be removed at the end of each day.
- 3) Drivers of vehicles must ensure that the gate is locked when leaving the Park.
- 4) The Flight Director, or the senior Sonoma Wings Committee member present, shall be responsible for ensuring that Park rules, Club rules, and safe operating procedures are followed.
- 5) Landing areas are subject to change. Some apparently suitable areas must not be landed in except in case of an emergency. It is each pilot's responsibility to know which areas can be used.
- 6) Continued flying at this site very much depends upon the goodwill of landowners in the valley allowing us to use their property for landings. Wherever you land, do not drive into fields, or climb over fences, and please use extreme diplomacy and courtesy in all dealings with landowners.



buying a site
community relations, US Forest Service
letter of permission, US Forest Service

21 Buying a Site

More and more sites are being bought by pilots or clubs. The Foundation for Free Flight has helped with several site acquisitions.

The Tennessee Tree Toppers have bought a lot of sites

Hensens Gap Launch

Hensens LZ – land trust agreement – magazine June 2006 page 18

Sand Turn LZ – bought, non-profit created

Oceanside, Or – one launch lot bought

Buffalo Mountain – launch and LZ

The Pulpit, PA – launch

Bills Hill, PA – private

Rutland, VT – launch bought

Crestline – with improvements magazine Aug 07

Glassey Mt, NC

Media Release:

OHVERS AND HANG GLIDERS PLANT TREES IN N. CALIFORNIA FOREST

Contact: Don Amador, BRC Western Representative

Phone: (925) 625-6287

Fax: (925) 625-5309

E-mail: brdon@sharetrails.org

Webpage: <http://www.sharetrails.org/staff#DonA>

Date: February 12, 2002

STONYFORD, CA -- Over 45 trail enthusiasts **and members of the hang gliding community** volunteered their time to help the USDA Forest Service rehabilitate a popular recreation area on the Mendocino National Forest in Northern California.

Last year, 25,000 acres of forest lands were severely impacted by a catastrophic wildfire. The Trough Fire also burned 7 multiple-use campgrounds and the associated recreational infrastructure including kiosks, erosion control structures, signs, and trail barriers used to delineate routes of travel through sensitive areas.

Forest Service staff purchased over 300 native trees and shrubs for the project using support obtained from the agency's Burned Area Emergency Recovery Fund. Recreation enthusiasts worked under the direction of Forest Service resource specialists while they dug holes, planted the vegetation, added soil amendments, and spread mulch.



Don Amador, BRC Western Representative, puts past experience to work behind the controls of some heavy equipment.
[click image to view](#)

Don Amador, the western representative for the BlueRibbon Coalition (BRC), said, "It was great to have a large turnout for the second phase of this restoration project. Having so many diverse interest groups labor side by side to plant vegetation to rehabilitate this area illustrates just how important we all value access to our public lands and what can be done when we work and play together in a cooperative manner."

"The partnership that exists on the Mendocino National Forest between agency staff and the users is a pretty good case study of how things should and can get done," Amador concludes.

The 45 volunteers at the project represented various clubs including the **Bay Area Paragliding Association**, the BRC, the Valley Trail Riders Motorcycle Club, the Northern California Rover Club, Parriott Motors, the Bog Riders, the **Cloud Street Gang Hang Gliders**, the **Sonoma Wings Hang Gliding Club**, the Karnes Group, the Willows

Scramblers, and the Valley Climbers Motorcycle Club.

Also, a special thanks to United Rentals in Antioch, CA for helping the BRC with a Bobcat with auger attachment -- it helped make digging a lot easier!

###

The BlueRibbon Coalition is a national 501 (c) 3 non-profit recreation group that champions responsible use of public lands. It represents over 1,100 diverse organizations and businesses with 600,000 members.



United States
Department of
Agriculture

Forest
Service

Mendocino N.F.
Grindstone R.D.

825 N. Humboldt Avenue
Willows, CA 95988
(530) 934-3316
TTY: (530) 934-7724

File Code: 2330

Date:

Paragliding Association

Member

Sonoma Wings Hang Gliding Club and Bay Area

Paragliding Association

1500 Highway 101

Suite 2

Santa Rosa, CA 95405

Dear Mr. [Name],

I have reviewed your request to make improvements to the Potato Hill launch ramp and I am approving the following proposed activities: widen path close to launch (approx. 50 ft.); remove little bushes on launch area; remove bushes below launch area (approx. 30 ft.); trim trees below launch; remove bushes above launch (clear back 10-15 ft.); remove bushes to the north (30 ft. - staging area & the same length as current launch); remove bushes to the south (approx. 30 ft.); put down old carpet (brown carpet to match dirt color); dispose of bushes and trees. Please contact Randy Jero, Eastside Recreation Workleader, with schedule of workdays prior to start of project. Thank you for contacting us with this proposal and we look forward to working with your club in the future.

Sincerely,

James A. [Name]

District Ranger

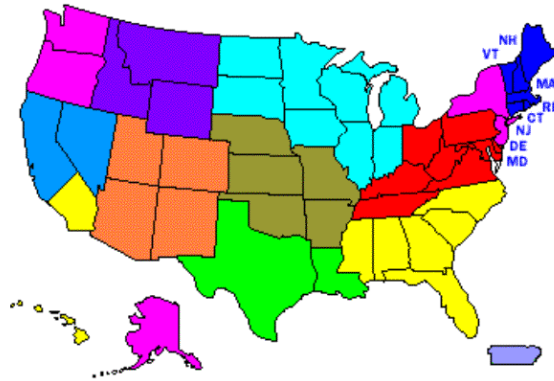
cc: [Name]



Caring for the Land and Serving People

Printed on Recycled Paper





US sites today

A look at US sites today

where are they?
who manages them?
number, trend of insured sites

24 US sites today

There are, probably, very roughly, around 500 US hang gliding and paragliding sites in use today.

There are probably more non-insured sites in use, than insured sites.

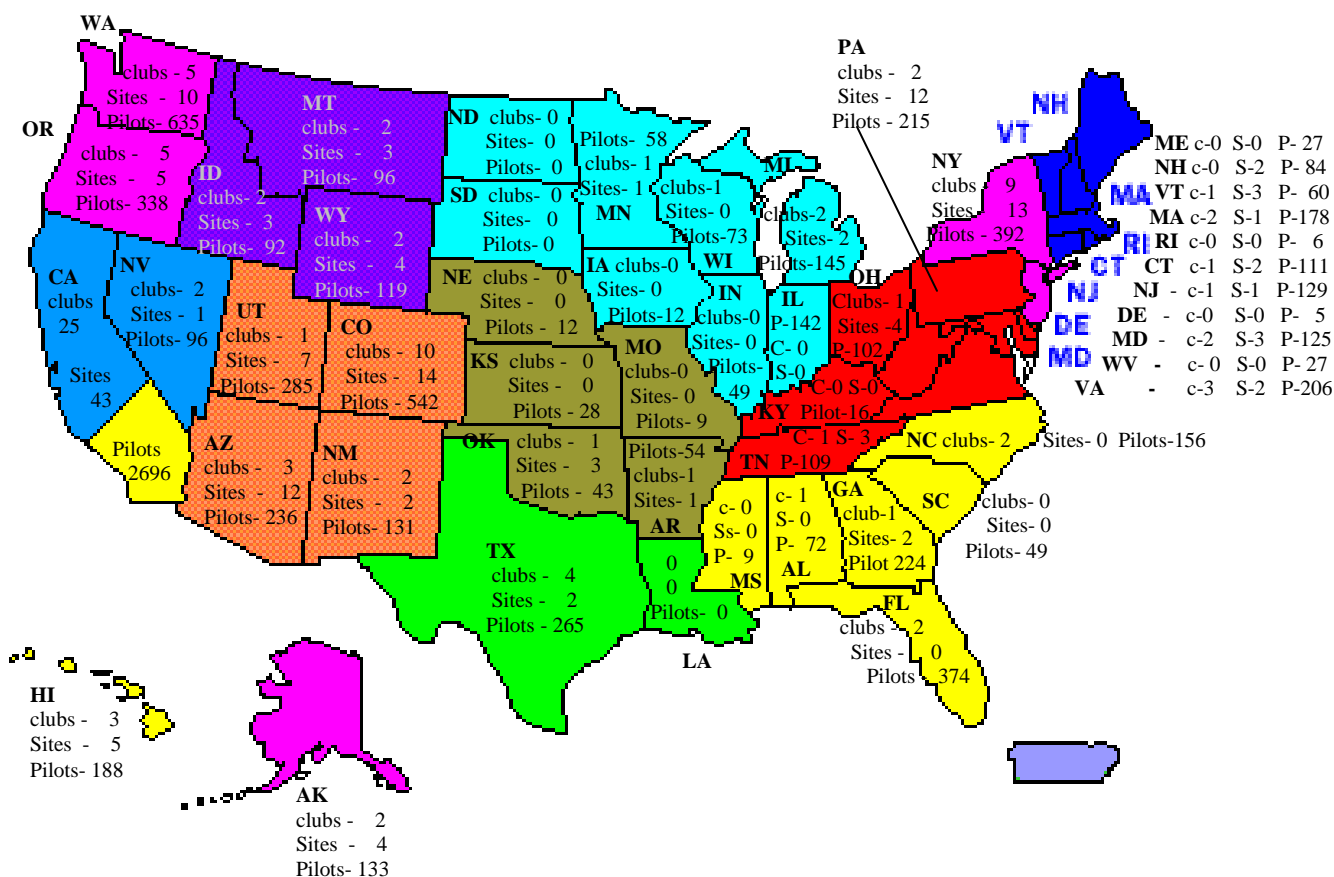
We know more about the USHPA insured sites than about the others.

USHPA Insured Sites 2007

Where sites, clubs, and pilots are

(snapshot in fall 2007, apologies for mistakes)

Number of USHPA **Clubs** in State (2007) - 104 total Clubs
Number of USHPA Insured **Sites** in State (2007) - 188 total Insured Sites
Number of USHPA **Pilots** in State (2007) - 9200 total Pilots



25 Who keeps sites open

Site Insurance is purchased by USHPA Chapters, and some businesses.

There are hundreds of knowledgeable individuals across the country who have worked to open

and maintain sites over the years. Many of these site openers are still active today.

USHPA Site Insurance can be bought by a Chapter, but not by an individual member. Securing Site Insurance through one of these chapters is the easiest way. Or, you can form a new Chapter.

In 2007 there were 104 Chapters. Contact a Chapter in your area.

USHPA Chapters

2007

ALABAMA HANG GLIDING ASSOCIATION	Springville AL
ARCTIC AIR WALKERS	Anchorage AK
ARIZONA HANG GLIDING ASSN	Phoenix AZ
AUSTIN FREE FLIGHT ASSOCIATION	Austin TX
BAY AREA PARAGLIDING ASSN	Pacifica CA
BIG ISLAND SOARING ASSOC	Kamuela HI
BOULDER PARAGLIDING CLUB	LOVELAND CO
BOZEMAN ALPINE PARAGLIDING CLUB	Bozeman MT
BUFFALO MOUNTAIN FLYERS OF TALIHINA , INC	Howe OK
CAPITOL HANG GLIDING & PARAGLIDING ASSOCIATION	Arlington VA
CASCADE PARAGLIDING CLUB	Bend OR
CENTRAL ARKANSAS MOUNTAIN PILOTS	Russellville AR
CENTRAL CAROLINA TOW TO SOAR CLUB	Durham NC
CENTRAL VALLEY HANG GLIDING CLUB	CLOVIS CA
CLOUD STREET GANG HANG GLIDING CLUB	Chico CA
CLODBASE COUNTRY CLUB	Issaquah WA
CLODBASE FLYERS, INC.	La Crosse WI
COASTAL CONDOR CLUB	Marina CA
CONDOR HANG GLIDING ASSOCIATION	Fulton NY
CONNECTICUT HANG GLIDING ASSN, INC	Wallingford CT
CRESTED BUTTE SOARING SOCIETY	Crested Butte CO
CRESTLINE SOARING SOCIETY	San Bernardino CA
DAEDALUS HANG GLIDING CLUB	Home PA
DESERT AIR RIDERS	BEND OR
DESERT SKYWALKERS	Las Vegas NV
DESERT SOARING CLUB	Kennewick WA
DRAACHEN FLIEGEN SOARING CLUB	Webberville MI
DUNLAP FLIGHT PARK CLUB	Dunlap CA
ELSINORE HANG GLIDING ASSN	Wildomar CA
FEDERACION DE VUELO LIBRE PUERTO RICO	Punta Santiago PR
FELLOW FEATHERS/FT FUNSTON HG CLUB	Brisbane CA
FLORIDA AIRSPORTS FLYING CLUB	Summerfield FL
FLORIDAS BEST HANG GLIDING ASSOC	Groveland FL
FREE SPIRIT FLIGHT HANG GLIDING CLUB, INC	Elmira NY
FRONTENAC FLYER ASSOCIATION	Lake Elmo MN
GLENWOOD SOARING SOCIETY	Glenwood Springs CO
GRAND TETON FLYING CLUB	
GREEN POINT FLYERS ASSOCIATION	HOLLAND MI
GUNNISON VALLEY PARAGLIDING ASSOC	Crested Butte CO
HANG GLIDE HOUSTON	Jersey Village TX
HAWAII PARAGLIDING ASSOCIATION	Kailua HI
HAWAIIAN HANG GLIDING ASSOCIATION	Kaneohe HI
HOUSTON HANG GLIDING AND PARAGLIDING ASSN	Jersey Village TX
HUMBOLDT WINGS	Eureka CA
HYNER HANG GLIDING CLUB, INC	BERNVILLE PA
IDAHO HANG GLIDING ASSOCIATION	West Moore ID

JACKSON HOLE FREE FLIGHT CLUB	Jackson WY
JUNEAU EAGLES PARAGLIDING CLUB	Juneau AK
LAKE CHELAN FLYERS INC.	
LONG ISLAND PARAGLIDING CLUB	Patchogue NY
MALIBU PARAGLIDING CLUB	Los Angeles CA
MANBIRD FLIGHT CLUB	FAIRFAX VA
MARIN COUNTY HANG GLIDING ASSOCIATION	Mill Valley CA
MARYLAND HANG GLIDING ASSOCIATION	Reisterstown MD
MONTEREY BAY HANG GLIDING ASSOCIATION	Pescadero CA
MOTHER LODE SKY RIDERS	Modesto CA
MOUNTAINEER HANG GLIDING ASSOCIATION	Cresaptown MD
MT BRACE OUTDOOR CLUB	Woodside NY
NEVADA SPORT FLYERS	Carson City NV
NEW ENGLAND PG AND HG CLUB	Medford MA
NORTH TEXAS HG AND PG CLUB	Bedford TX
NORTH WINDS ASSOCIATION	Chico CA
NORTHEASTERN AIR SPORTS ASSOCIATION	Ellenville NY
NORTHERN ARIZONA SOARING ASSOCIATION	Flagstaff AZ
NORTHERN CALIFORNIA HANG GLIDING ASSN	Auburn CA
NORTHWEST PARAGLIDING CLUB	ISSAQUAH WA
OHIO FLYERS HANG GLIDING ASSOCIATION	Columbus OH
OREGON HANG GLIDING ASSOCIATION	
PARAPENTE ASPEN	Aspen CO
RAINIER PARAGLIDING CLUB	Cinebar WA
REEL HANG GLIDER PILOTS ASSN	Elk Grove IL
RIO GRANDE SOARING ASSOCIATION INC	Alamogordo NM
ROCHESTER AREA FLYERS	Fairpoint NY
ROCKY MOUNTAIN HANG GLIDING ASSN	Morrison CO
ROGUE VALLEY HG AND PG ASSOC.	Medford OR
SAN DIEGO HANG GLIDING & PARAGLIDING ASSN	San Diego CA
SAN LUIS OBISPO SOARING ASSOCIATION	LOS OSOS CA
SANDIA SOARING ASSOCIATION	Albuquerque NM
SANTA BARBARA SOARING ASSOCIATION	Santa Barbara CA
SHASTA SKY SAILORS HANG GLIDING CLUB	Penryn CA
SONOMA WINGS HANG GLIDING ASSOCIATION	Windsor CA
SOUTHERN ARIZONA HANG GLIDING ASSN	Tucson AZ
SOUTHERN NEW YORK HANG GLIDING PILOTS ASS'N	Pine Bush NY
SOUTHERN PARA PILOTS	Dunwoody GA
SOUTHERN TIER SKYSURFERS	Binghamton NY
SOUTHWEST VIRGINIA HG & PG	Blacksburg VA
STORM PEAK HANG GLIDING ASSOC	Steamboat Springs CO
SUMMIT SOARING SOCIETY	Breckenridge CO
SUN VALLEY PARAGLIDERS, INC	Ketchum ID
SYLMAR HANG GLIDING ASSOCIATION	Sylmar CA
TELLURIDE AIR FORCE	Telluride CO
TENNESSEE TREE TOPPERS	Dunlap TN
THE BUZZARD CLUB	Lenoir NC
TORREY HAWKS	La Jolla CA
UNIVERSITY OF MONTANA HG & PG CLUB	Missoula MT
UTAH HANG GLIDING PARAGLIDING ASSOCIATION	Draper UT
UTSAYANTHA FLYERS ORGANIZATION	Oneonta NY
VAIL SOARING CLUB	Vail CO
VALLEY VILLE HANG GLIDING ASSN	Corvallis OR
VERMONT HANG GLIDING ASSOCIATION	Framingham MA
WATER GAP HANG GLIDING CLUB, INC	Stewartsville NJ
WINDY HILL SKY RIDERS, INC	Portola Valley CA
WINGS OF ROGALLO N. CALIFORNIA HG ASSOC	MILPITAS CA
YOSEMITE HANG GLIDING ASSN INC	Dunlap CA

26 Consolidated list of SITES

found on the internet from

Oct 2007

site guides, chapter websites, site records

AK	ALYESKA SKI RESORT	CA	Garlock	CO	BEAVER CREEK	ID	Bald Mountain
AK	CHUGACH SP	CA	Glacier Point Yosemite	CO	BELLYACHE RIDGE	ID	Big Southern Butte
AK	Cobb Mountain	CA	Glass Mountain	CO	Bull Mountain	ID	Danskin Peak
AK	Eagle River	CA	Goat Mountain	CO	COPPER MOUNTAIN	ID	Indian Head
AK	HATCHER PASS	CA	Goat Rock State Beach	CO	CRESTED BUTTE	ID	Jaycee
AK	Keel Mountain	CA	Gunther Owens Valley	CO	Farm Flight	ID	Jumpoff
AK	MOUNT ROBERTS	CA	Hat Creek	CO	Kenosha Pass	ID	Kelly Canyon
AK	Rudy's Ridge	CA	Horse Canyon	CO	Logan Air Park	ID	King Mountain
AR	A Mountain	CA	Hull Mountain	CO	Lookout Mountain	ID	Melba Ridge
AR	Box Canyon	CA	Kagel	CO	Mt. Princeton	ID	Mt. Harrison
AR	Dry Creek	CA	Keys View	CO	MT WERNER	ID	Pickle Butte
AR	Jasper	CA	LAGUNA LAKE PARK	CO	Mt. Zion	ID	Rising Sun
AR	Magazine Mountain	CA	Laguna Mountain	CO	North Boulder	ID	Roselawn
AR	Mt. Nebo	CA	LAKE MCCLURE	CO	Princeton	ID	Shaw Mountain
AR	Petit Jean	CA	Lee Vining	CO	RED MOUNTAIN	ID	Simco Rd
AR	Pipe Line	CA	Little Black	CO	ROAN CLIFFS	ID	SKY RIDGE
AR	Secret Site	CA	MARINA BEACH	CO	SNOW MASS	ID	Squaw Peak
AR	Short Mountain	CA	Marshall/Crestline	CO	Talcott Mountain	ID	The Rim
AZ	BOX CANYON	CA	Mazzourka	CO	Tank Peak	ID	Warm Springs Point
AZ	HUMBOLDT MTN	CA	McGee Mountain	CO	Telluride Gold Hill	IL	Cullom
AZ	Merriam Crater	CA	MESA FLIGHT PARK	CO	VAIL MOUNTAIN	IL	Cushing Field
AZ	Miller Canyon	CA	Mission Ridge	CO	Villa Grove	IL	Dekalb
AZ	Mingus Mtn	CA	MONTANA DE ORO SP	CO	Williams Peak	IL	Enjoy Field
AZ	Mt. Elden	CA	MORRO STRAND	CO	Willow Creek	IL	Harmon
AZ	Mt. Lemmon	CA	Mt. Diablo	CO	Winter Park	IL	Leland
AZ	Mustang Mountains	CA	Mt. St Helena	CO	WOLCOTT MOUNTAIN	IL	Manteno
AZ	Oatman Mtn	CA	Mt. St John	CO	Yankee Field	IL	Marengo
AZ	SENTINEL PEAK A MTN	CA	Mt. Tamalpais	CT	Brace Mountain	IL	Mt Baldy
AZ	Shaw Butte	CA	New Jerusalem	CT	Chauncy Peak	IL	Rantoul
AZ	Sheba Crater	CA	Ord Mountain	CT	Meriden Mountain	IL	West Broolyn
AZ	South Mountain	CA	Paiute	CT	Sharon Mountain	KS	Ottawa
AZ	Whetstone Mtns	CA	Pine Mountain	CT	Talcott Mountain	LA	Jeanerette
AZ	Yarnell	CA	Pioneer Town	CT	West Rock	MA	Mohawk Trail
CA	ALPINE MEADOWS	CA	Plowshares	FL	Florida Ridge	MA	Mount Everett
CA	Andy Jackson	CA	Potato Hill	FL	Quest Air	MA	Mount Greylock
CA	Bald Mountain	CA	SADDLE PEAK	FL	Wallaby Ranch	MA	Mount Tom
CA	Big Black	CA	SCHNEIDER RANCH	GA	Atlanta PG Park	MA	Race Mountain
CA	Big Sur	CA	Santa Barbara	GA	BELL MOUNTAIN	MA	Seascape
CA	Black Eagle Mine	CA	Stables	GA	Glassy Mountain	MD	HIGH POINT
CA	Blackhawk	CA	Sugar Hill	GA	Lookout Mountain	MD	Hi Rock
CA	Blossom Valley	CA	SUGAR LOAF MTN			MD	Highland Aerosprts
CA	BRUSH CRK BACCHI	CA	Sweetwater	GA	Menlo	MD	Maryland Tow Frm
CA	Buck Mountain	CA	Sylmar	GA	Pigeon Mountain	MD	OREGON RIDGE
CA	Cerro Gordo	CA	THE T	HI	Diamond Head	ME	Whitecap
CA	CIENEGUITAS	CA	The Whaleback Herd Pk	HI	HALEAKALA	MI	Cloud 9 Field
CA	COYOTE LAKE	CA	Tollhouse	HI	Hau'ula	MI	Empire
CA	Cucamonga	CA	Topatopa (Ojai)	HI	Ka'ena Point	MI	Green Point
CA	Dockweiler Beach	CA	Torrey Pines	HI	Kahana	MI	Pyramid Point
CA	DOUGLAS FAMILY P	CA	Vista Point	HI	Kahuku Dunes	MI	Sleeping Bear
CA	Dumps	CA	VISTA TRAIL	HI	Kailua Dump	MI	Thompsonville Arprt
CA	Dunlap	CA	WADDELL CREEK	HI	KEALAKEKUA	MI	Warren Dumes
CA	EAST BEACH	CA	Walt's Point	HI	Koko Crater/Sandy Bch	MN	Caledonia
CA	Ed Levin Park	CA	WIER RANCH	HI	Lanikai	MN	Cosmos
CA	Edwards Lake Elsinore	CA	Wild-Ass	HI	Mad Dogs	MN	FRONTENAC
CA	Elk Mountain	CA	WINDY HILL	HI	Makapu'u	MN	Morrell Lookout
CA	Elsinore	CA	Wolf/Sonora Pass	HI	Makua Valley	MN	Spring Hill
CA	FILLMORE HILLS	CO	ASPEN MTN	HI	Mariners Ridge	MT	BIG MTN SKI
CA	Flynns Owens Valley	CO	ASPEN MTN NSTAR	HI	Nanakuli	MT	EMIGS
CA	Ft. Funston	CO	Badger Mountain	HI	Sunset	MT	Mt Sentinel

Consolidated List of SITES continued

MT	Lady of the Rockies	NY	Whiteface Mountain	PA	Embreeville	VA	MANBIRD FLT PK
MT	Red Mountain	NY	Willard Mountain	PA	Fisher Rd	VA	Tobacco Row
MT	Shelby	NY	Woodstock	PA	Hyner View	VT	Burke Mtn
NC	Beckhams's Airfld	OH	Carey's	PA	Jacks Mountain	VT	Mt Washington
NC	Curtis Brown Jr. Field	OH	Darbyville	PA	Kirkridge	VT	Mt Ascutney
NC	Fred's Fantastic Funpark	OH	Edgewater Park Cleveland	PA	KENNEDY LAUNCH	VT	West Rutland
NC	GryderTeague Airport	OH	Farview	PA	Little Gap	WA	10 MILE HILL
NC	Lexington/Davidson Arpt	OH	Farview Airport	PA	Redwing	WA	Baldy Butte
NC	Tater Hill	OH	Laughrey Creek	PA	Ringtown	WA	Black Mtn
NH	CANNON MTN	OH	Laurelville	PA	Sacramento	WA	Blanchard
NH	Morningside Tow Park	OH	Madison	PA	Templeton	WA	Burley Mtn
NJ	Delaware Water Gap	OH	Malvern	PA	The Pulpit	WA	Chelan Butte
NJ	Redwing Airport	OH	Plainfield	PR	OUEBRADA	WA	Cleman Mtn
NM	ALAMOGORDO	OH	Richmond Dale	SC	Darlington County	WA	Dog Mtn
NM	Blue Springs	OH	Wes Mar Airstrip	SC	Marlboro County	WA	EAGLES BUTTE
NM	Dry Canyon	OK	Buffalo Mountain	TN	CHILHOWEE MTN	WA	Frailey
NM	Embudo	OK	Buffalo Mountain	TN	Hensons Gap	WA	LAKE SAMMAMSH
NM	Grants East Ridge	OK	BURRO HILL	TN	Whitwell	WA	McDonald Mt
NM	Hobbs	OK	Cavanal Hill	TX	Big Spring	WA	Mt Shuksan
NM	La Bajads Mesa	OK	DEAD WOMAN HILLS	TX	Columbus	WA	Rampart Ridge
NM	La Jara Mesa	OK	Deer Creek	TX	COOPER MAXWELL	WA	Rock Island
NM	Rowe Mesa	OK	GLASS MOUNTAINS	TX	Hearne	WA	Saddle Mtn
NM	San Antonio	OK	Heavener	TX	Indian Creek Airport	WA	Sauk Mtn
NM	Sandia Peak	OK	Inola 412 Tow	TX	Lake Conroe	WA	Tekoa
NM	Sun Mtn Santa Fe	OK	Little Sahara Sand Dunes	TX	Leakey	WA	Tiger Mountain
NV	Goodsprings	OK	Little Yancey	TX	Packsaddle Mtn	WI	AeroPark Milwaukee
NV	Jean Ridge	OK	LONGHORN MOUNTAIN	TX	Well's Lane	WI	Blue River
NV	Kingsbury Grade	OK	Panorama	TX	Zapata	WI	Bond Airport
NV	McClellan	OK	Panorama Vista	UT	Brigham City	WI	Bong Recreation Area
NV	Peterson Ridge	OK	RED HILL East side	UT	C Mountain	WI	Monroe Airport
NV	Slide Mountain	OK	Short Mountain	UT	Camel	WI	Platteville Mound
NV	Tabletop	OK	TABLETOP MOUNTAINS	UT	Commodore	WI	Potosi
NV	Winnemucca	OK	THE BUMP	UT	Crawford	WI	Tomah
NY	Altamont	OK	The CHAT PILES	UT	Dinosaur	WI	Whitewater
NY	Bee Hill	OK	The ROCK	UT	Frisco Peak	WV	High Point
NY	Brace Mountain	OK	WINDING STAIR	UT	Graff Point	WV	Peter's Mountain
NY	Bristol	OR	Abert Rim	UT	Grandeur Peak	WV	Zirks
NY	Dansville	OR	Bald Butte	UT	Heber	WY	14 Mile Road
NY	Ellenville	OR	Becks Towpark	UT	Hell Hole	WY	Afton
NY	Finger Lakes Flight Park	OR	Black Cap	UT	Horse Heaven	WY	Aspen Mt. Rd
NY	Hammondsport	OR	Cape Kiwanda	UT	Hurricane	WY	Astoria
NY	Hancock	OR	Cape Lookout	UT	Inspiration Point	WY	Beaver Mountain
NY	HARRIET HOLLISTER	OR	Chehalem Ridge	UT	Junction	WY	Beaver Rim
NY	Harris Hill	OR	Dougherty Slide	UT	Jupiter	WY	Curtis Canyon
NY	Indian Cliffs	OR	Hadley Butte	UT	Molly's Nipple	WY	Ferry Peak
NY	Italy Hill	OR	Kilchia	UT	Monroe Peak	WY	Grand Targhee
NY	Katydid	OR	MT BACHELOR	UT	Mt Olympus	WY	Haystack Butte
NY	LABRADOR HOLLOW	OR	Mt. Howard	UT	Mustang Point	WY	Heise Hot Springs
NY	Little Mountain	OR	Oceanside	UT	Notch Peak	WY	High School Butte
NY	LONG ISLAND	OR	Pallisades	UT	Oakley	WY	Jackson Hole Mtn
NY	Mossy Banks	OR	Peterson Butte	UT	Olympus	WY	Nelsons Butte
NY	Mt Washington	OR	Pine Mt	UT	Parker Ridge	WY	PALISADES
NY	Mt. Utsayantha	OR	Sollie Smith	UT	Point of the Mountain	WY	Phillips Ridge
NY	NORTH KNOB	OR	Sugar Hill	UT	Randolf	WY	Rendezvous Mountain
NY	PADGHAM HILL	OR	Woodrat	UT	Snowbird	WY	Sand Turn
NY	Petersburgh Pass	PA	501	UT	The V	WY	Scottys Ridge
NY	Pumpkiny	PA	Avonmorey	UT	The Ranch	WY	Snow King Mtn
NY	Sugarloaf Mountain	PA	BALD EAGLE ST PK	UT	Wales	WY	Squaw Creek
NY	Susquehanna Flt Park	PA	Bill's Hill	UT	West Mountain	WY	Whiskey Peak
NY	TACONIC STATE PARK	PA	BUCHANAN ST F	VA	EAGLE ROCK		
NY	West Mountain	PA	Elizabethville	VA	Emporia/Greenville Arpt		478

27 Number, trend of USHPA insured sites

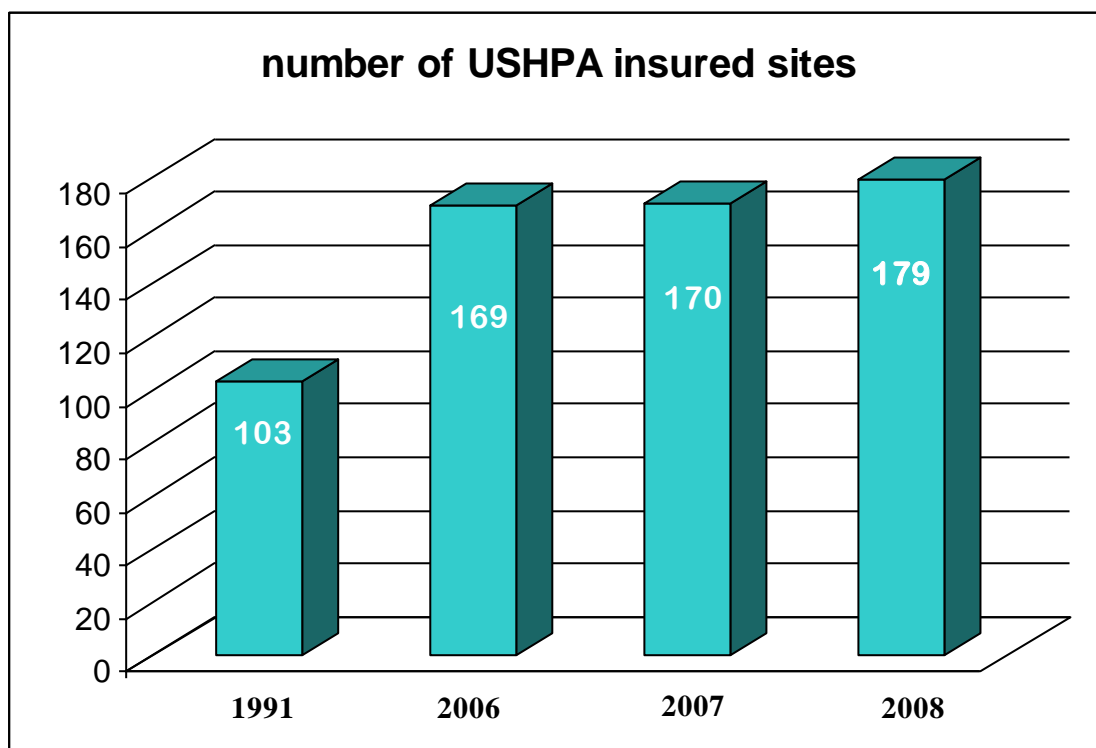
The number of USHPA insured sites has grown.

One possibility is that more sites need insurance today. However, many sites that were insured in 1991 are still in use today, but did not have USHPA Site Insurance in 2007.

Examples are Walt's Point, Cliff Ridge, Torrey Pines, Slide, McClellen.

Recently, more sites have 2 insurance listings, one for hang gliders and one for paragliders.

In 2007, 15 sites had 2 different clubs sharing insurance.



Bidwell Park Foot Launched Flight Proposal



Our proposal:

Paraglider Foot Launched Flight Use Permit

- Over View of Proposal
- Liability Release and Insurance Provided to City by National Organization
- Governed by an Organized, Specialized Club- Bidwell Park Fliers
- Designated Zones of Flight, Take off, and Landing
- Pilot Use Guidelines
- Reporting and Impact Planning
- Frequency of usage
- Appendix
- Abstract of Paragliders
- Insurance Program
- Civil Code 846



Overview

- Bidwell Park Fliers would like to propose a progressive implementation plan for a use permit for Foot Launched Flight in Upper Bidwell Park.
 - 1st year- a select test group, paragliders, North Rim only- 2008 season
 - Test group to determine feasibility of foot launched paraglider flight
 - Permit issued for one year from March to October
 - Report issued and reviewed for permit renewal in 2009 season
 - 2nd year- a monitored group and guests, paragliders only- 2009 season
 - Bidwell Park Fliers members and guests only
 - Permit issued for one year from March to October
 - Report issued and reviewed for permit renewal in 2010 season
 - 3rd year- evaluation incorporating other forms of foot launched flight- Continued use permit for Paragliders- 2010 season
 - Evaluation for Hang-glider use in the park and other site opportunities should they exist
 - Reissue of permit for 2011 season with updated guidelines and regulations incorporating new considerations

Basics of Paragliding

See abstract Appendix A

- Slow and soft aircraft type.
- Easy to control
- Lands very slow
- Takes off in a short distance (about 10 ft.)
- Requires very little area to take off and land
- Aircraft have an excellent proven safety record.
- No major parts and pieces- all fits into a back pack on the pilots back for hiking.



Site Insurance



- The United States Hang-gliding and Paragliding Association
- Provides site insurance and liability release for pilot and landowner (see attached Policy Details)
- California's Civil Code Section 831.7 protects landowners
 - (see Attached Civil Code)

Governing Body

- Oversight of all flying activities monitored by an organized and specialized group solely formed to monitor Bidwell Park flying activities- Bidwell Park Fliers Club
- An USHPA certified and insured club
- Provides oversight, monitoring, and reporting to USHPA and Park Commission
- Monitors pilot qualifications

Pilot Guidelines

- All pilots are USHPA Certified and Rated Pilots
- All pilots to fly in the park must be members of Bidwell Park Fliers
- Pilot waiver must be on file (see appendix- waiver)
- All Pilots will receive site intro including:
 - Park rules
 - Park safety
 - Flight rules
 - Terrain awareness

Fly Zones

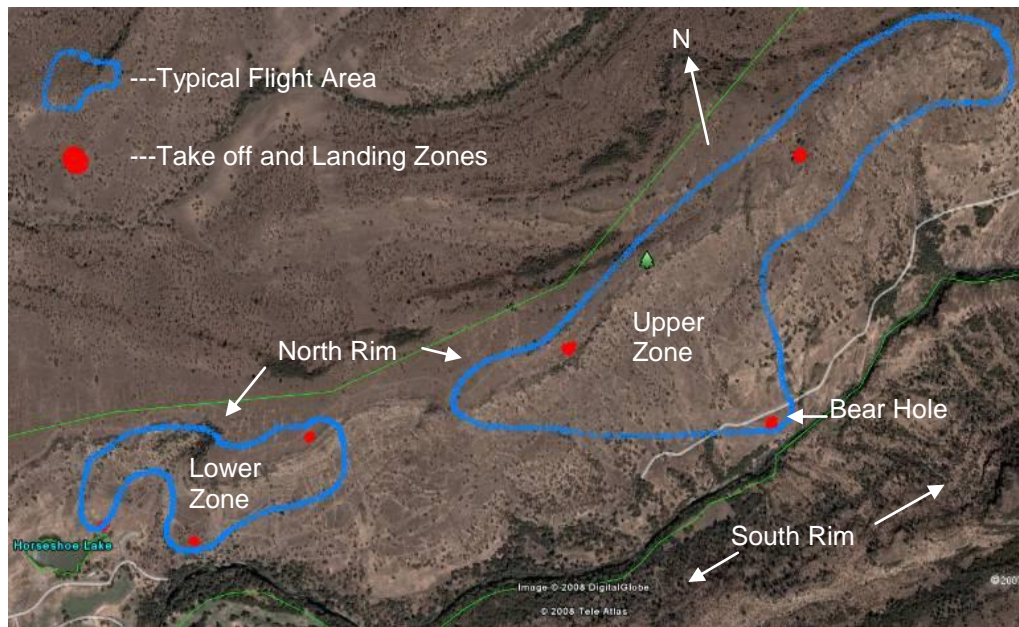
- Flying areas
- Take off Zones
- Landing Zones



Overview of Zones

Blue Zones indicate flying areas below 200 feet above ground Level.

Paragliders often can catch thermals and rise up to 5,000 ft where we adhere to FAA airspace rules and regulations according to FAR Part 103.

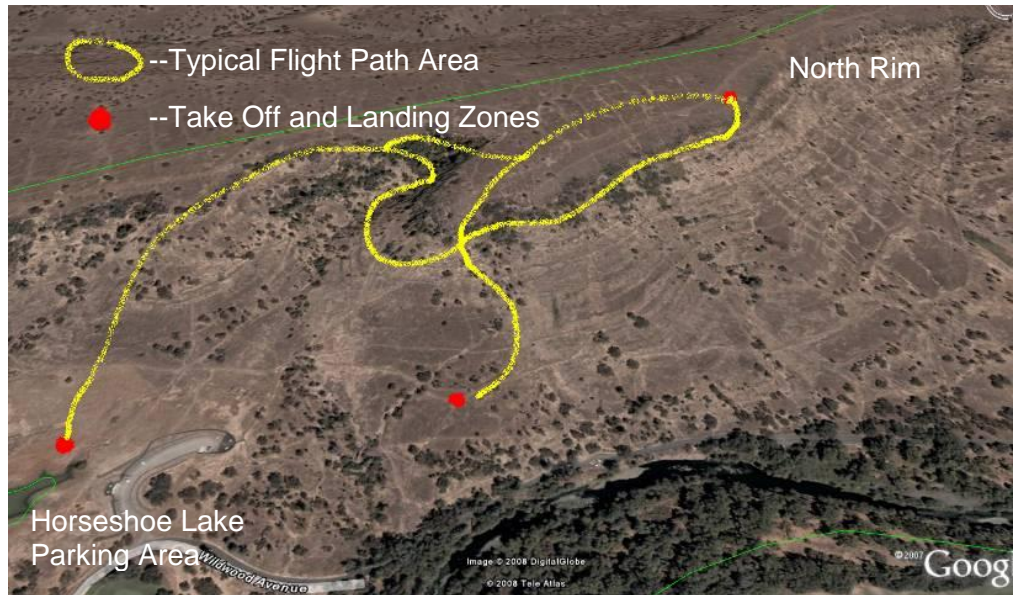


Lower Site Details

*The Lower Site is one of two locations typically flyable. This provides a safe region for pilots to take off, fly, and land with respect to park visitors, environment, and rules.

*This site is fly-able 10% of the year from March until October with south wind only.

*Launching and Landing occur from existing trails



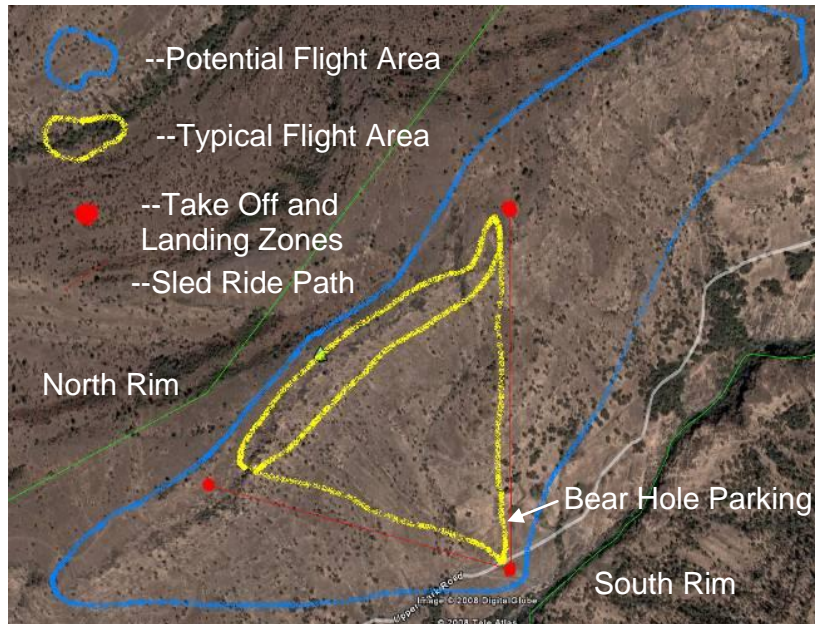
Upper Site Details

*The Upper Site provides fantastic flying with great opportunities for Cross Country and High Altitudes.

* All Access, Launching, and Landing Areas are from existing trails

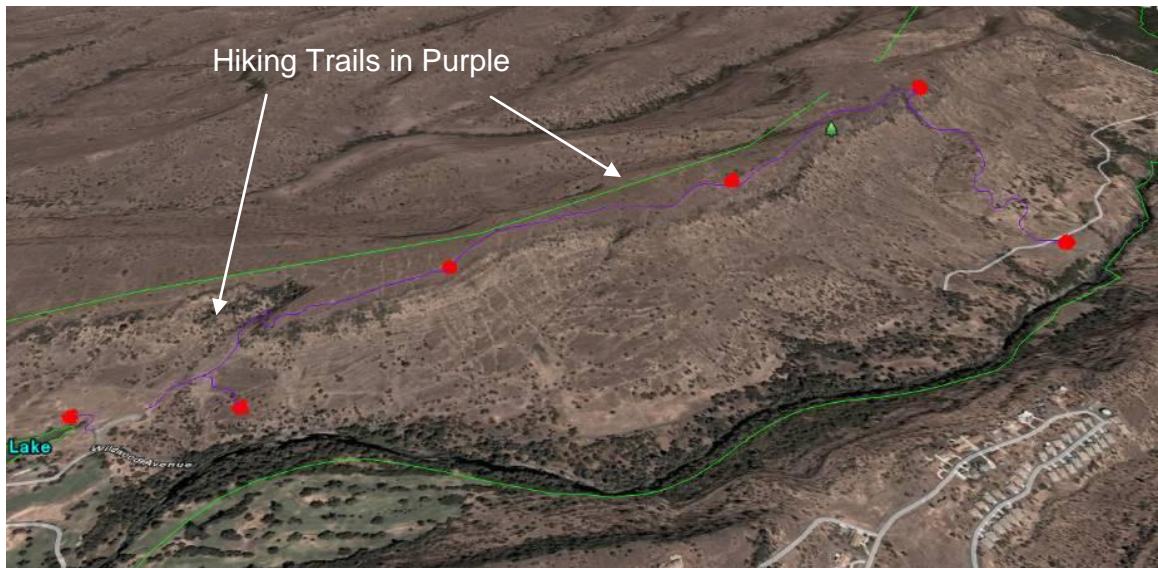
*This is a low profile site with open terrain

*This site is fly-able 10% of the year from March to October with south wind only.



Access Trails

All access is from existing trail networks. Launching and landing zones indicated in red are from intersections of trails- indicated in purple. This provides a low impact launch and landing



Pilot Guidelines

- All Pilots must be members of the oversight club-Bidwell Fliers
- All Pilots must be USHPA rated P-2 with site administrator or P-3. Not a training area.
- All Pilots must have a current membership to USHPA and have a waiver on file with Bidwell Fliers and USHPA.
- Have site intro and have written acknowledgment of park rules and site regulations on file with Bidwell Fliers.

Monitoring and Reporting

- Bidwell Fliers president will monitor and develop a report to issue to the Park Commission for review.
- Report will contain:
 - Frequency of use
 - Launch and Landing environmental impacts
 - Study, review, and photos annually

Frequency of Use Estimation

- Flying in the park is a limited opportunity:
 - Paragliding in Bidwell Park requires hiking a great distance to get to the launch zones.
 - Paragliding gear fits in a backpack and weighs 40+ pounds (not heavy but strenuous to hike great distances with)
 - Weather must be right- Wind must be from 130-180 degrees to be soarable.
 - Winds only line up during the months of March to October. At this time, wind comes from the south about 50% of the time.
 - There are very few paraglider pilots (less than 20) north of the Bay Area.
 - Locally (Chico) there are only three pilots all USHPA Rated and Insured
 - Many pilots do not like to hike distances with their gear
 - Usage of the park is estimated to be used by very local pilots that are physically fit and understand local conditions for soaring.

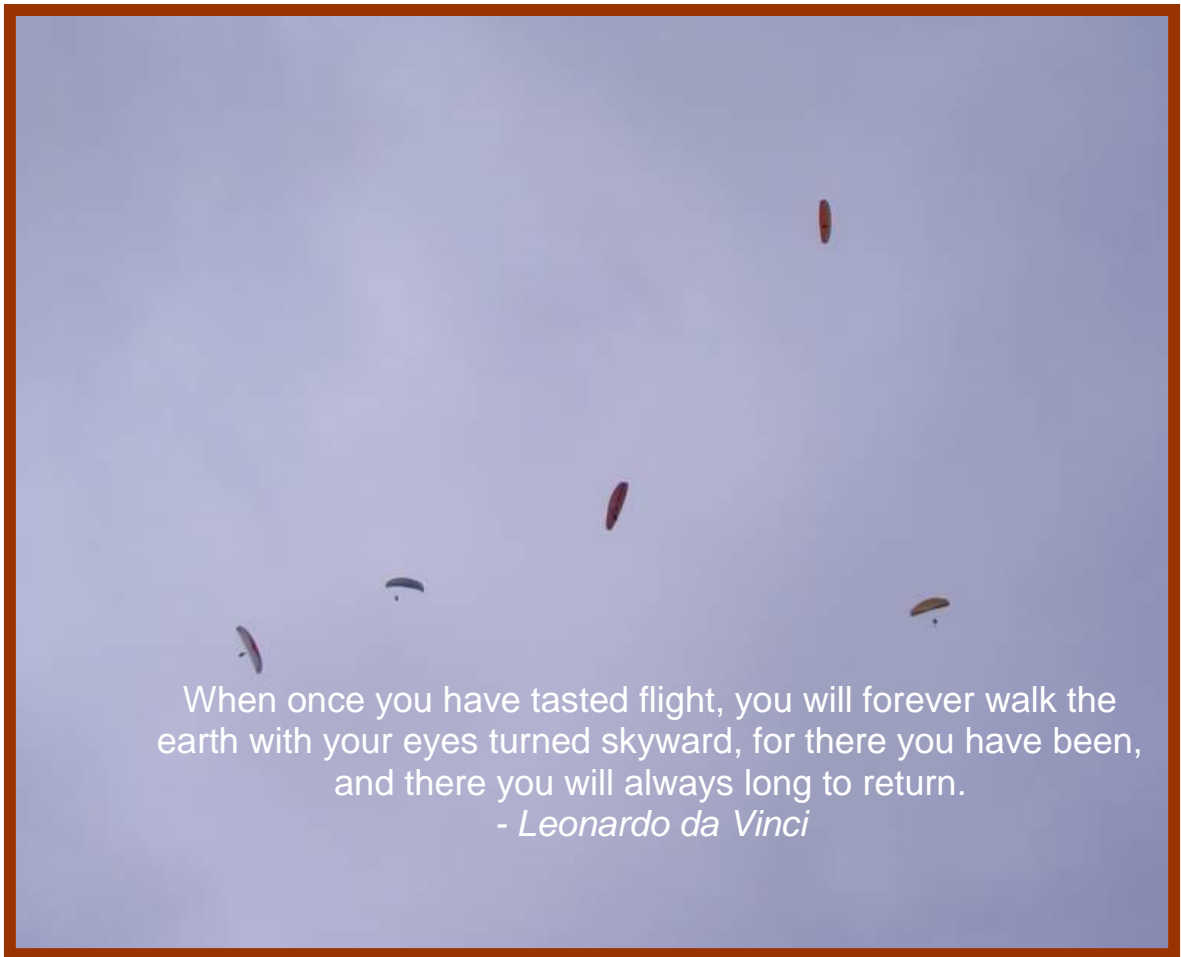
**There will be no advertising of this
area as a flying site!!!**

Appendix

- Abstract- Paragliding Info
- United States Hang Gliding and Paragliding Insurance Policy
- Pilot Waiver
- Civil Code 831.7
- Mt. Tam State Park Sample

References

- USHPA- National Organization Providing Insurance and Regulation
 - <http://www.usHPA.aero/default.asp>
 - Fly Above All- General Information and Education
 - http://www.flyaboveall.com/paragliding_faq.htm



When once you have tasted flight, you will forever walk the
earth with your eyes turned skyward, for there you have been,
and there you will always long to return.

- *Leonardo da Vinci*

Bidwell Park Proposal – Rev A.

Draft – 2008-03-06

Abstract:

Overview:

The purpose of this proposal is to request a special use permit to allow non-motorized Paragliding flight on North Rim during the months between March and October and to a select group of trained pilots covered by a third-party insurance policy. The permit should be one that is implemented in a staged approach to monitor environmental and safety concerns regarding Paragliding. The implementation plan will be discussed in detail in that section of this document. Oversight of the paragliding activities in the park will be monitored by the local foot launched soaring club, Bidwell Flyers, and the United States Hang Gliding and Paragliding Association. These groups will have control over pilot skill ratings, take off and landing zones, and conditional agreements of park use approved by the Park Commission. Pilots will be required to have a minimum skill level. There will be three take off locations and three landing locations designated and monitored. Pilots will be members of the club, and they will have a liability release form on file with USHPA and will be covered by the liability insurance policy. They will have a formal site introduction from the site manager. Evaluation of the paragliding use information and impacts will be reported at the close of each season and disclosed to the park commission for review.

Why in the Park?

Bidwell park offers visitors legal access to one of our areas most unique land features. The terrain of the park is situated with an aspect uniquely conducive to Paragliding and foot launched flight. Paragliding cannot just happen anywhere. It requires special types of conditions where a combination of wind, heat, terrain, and access come together. There are very few places in the north state that provide access and soaring conditions for foot launched flight. While a site might have lifting air to keep us aloft, it may be illegal to access the launching areas. There are other places we can access, but do not have lifting conditions to soar.

Bidwell park offers the ability to access the terrain by foot, on known trails, and provides a geographic feature with unique relations to lifting air. Flights from the North Rim can last from a matter of minutes to hours depending on conditions. Flights originating from North Rim can be specifically targeted to land at a designated landing zone – IE Bear Hole Parking area. Flights from this area can result in cross-country travel as far away as Redding. Paragliding has a very small population in northern California and usage is estimated to be extreme low. Currently there are only three paraglider pilots in the city of Chico. Due to the strenuous hiking required to access the launch areas, usage is expected to remain extremely rare and limited to those that are physically fit. Paragliders are quiet, soft, and take off and land with a very small footprint. We do not disturb visitors and in fact are often greeted with great enthusiasm with opportunities for teachable moments about the environment.

There are special conditions which we as Paraglider pilots look for in launching and landing areas. Upon analysis of the North Rim, there are only two conceivable launching zones. While many landing areas are possible, two have been designated as ideal. Bidwell park has three main characteristics that make flight possible. The first is the prevailing south wind from the valley to the west of the park. These prevailing winds create a condition called ridge soaring where the slope of the land forces the air up therefore allowing us to stay aloft for several hours. This is unique in that the air coming off the valley is very smooth and rare for an inland flying site. These conditions exist during two months of the summer and sporadically during the remainder of the year. The second condition is the development of thermals from the valley below the ridge lines, bear hole area. these warm air thermals are what birds use to remain aloft as they circle from point to point around the canyon. Paragliders launch from the North Rim where they are high enough to enter one of the thermals which then carries the glider aloft to the top of the thermal at altitudes of several hundred to several thousand feet. This enables the glider to stay aloft until the next thermal can be found. The third event in the park is the truly spectacular and rare event called magic air. Magic air is the result of down canyon winds, occurring one hour before sundown, causing the warm valley air to rise allowing pilots to ride this warm rising air to great altitudes. Magic air occurs under special weather conditions but only occurs in places like Bidwell Park. Bidwell Park is a very special and unique geographic feature with respect to soaring paragliders. These areas are very uncommon and provide a fantastic opportunity to view our gorgeous environment from a minimal impact form of recreation.

In summary, Bidwell park is a beautiful and unique terrain feature allowing non-motorized flight. We have a third party insurance policy which releases liability from the city of Chico and employees. There will be monitoring of all activities and a reporting program will be developed. Usage will be progressive and reviewed for a permit evaluation and reissue. The park has unique features which make it highly desirable for local pilots to have legal access to flight from North Rim. We are requesting a limited use permit bound by rules and oversight by a dedicated and sanctioned group.

INFO:

<http://www.flyaboveall.com/pasitr.htm>

http://www.flyaboveall.com/paragliding_faq.htm

What Is paragliding?

Paragliding is as close to the feeling of flying like a bird as you will ever get. It is free flight (non-powered) in its purest form. A paraglider is a foot launched flying wing. It is convenient because it is easy to carry, easy to set up, and easy to fly. Paragliders are constructed from nylon and coated with silicone (UV protection). The pilot is suspended from incredibly strong mylar or kevlar lines. The pilot flies in a harness positioned like a reclining chair for maximum comfort in the air. When flying, you can actually soar like a bird – taking advantage of rising air in the form of thermals or ridge (wind) lift.

2.

Hang gliding vs. paragliding?

The major difference lies in the wing shape and design. Hang gliders are solid wing structures, utilizing an aluminum frame to create a V-shaped wing that resembles the stealth bomber. Paragliders are soft wing structures (no internal frame) that once inflated have an elliptical shape. Because paragliders have a slower flying speed they are much more forgiving. As a result the learning curve is usually quicker on a paraglider. Also, paragliders fold up into a small bag.

Total weight of the paraglider, harness, reserve parachute, helmet is usually around 25-30lbs. A hang glider rolls up into a bag that is about 15 ft. long and weighs 70-100 lbs. Paragliders are carried in a large backpack, whereas hang gliders require a vehicle with extra racks. Obviously paragliders are the more convenient of the two. Hang gliders will always be faster than paragliders because of their solid wing structure, yet with the slower flying speeds, paragliders tend to be much more maneuverable, and can fly in lesser conditions.

Safety: paragliding or hang gliding?

The main factor concerning pilot safety in either of these sports is pilot attitude. There is a saying in the flying community, “There are old pilots, and there are bold pilots, but there are no old, bold pilots.” The bottom line here is that most deaths occur due to pilot error. Very rarely do we see equipment failures. The majority of fatal accidents occur because pilots were flying in weather conditions that were too extreme, or pilots were doing dangerous maneuvers close to the ground.

What certifications do I need?

Yes, paragliding works on a certification system. Pilots receive ratings throughout their flying career that should reflect the pilot skill level. The ratings are as such:

- Para 1: Beginner pilot – Student who can only fly under instructor supervision and instructor radio contact.
- Para 2: Novice Pilot – Student is now considered a full fledged pilot and can fly solo at nearly 90% of our flying sites nationally.
- Para 3: Intermediate Pilot – Student has now passed a number of flight requirements and has amassed many logged hours. At this point you are considered a competent pilot and can fly almost every site safely.
- Para 4: Advanced Pilot – This requirement is met only by logging hours and flights, also acquiring a good deal of knowledge regarding weather and FAA regulations. From this point you may also enroll in a certification course to receive your tandem rating.
- Para 5: Master Pilot – Only a handful of them in the United States, this is the most prestigious rating to be acquired. Still less than 20 in the U.S.A.

SiteLayout:

There will be two take off points and two landing points. See image for designated zones.

The Federal Aviation Administration governs the airspace above the flying site. The airspace is qualified as Class G airspace.

Insurance

Pilot Insurance

Pilot insurance, comes with USHPA membership.

INSURANCE INFORMATION

USHGA and the named member is insured under a commercial general liability policy which offers \$1,000,000 per occurrence limits for third party claims that result in bodily injury and/or property damage. The name of the company and policy number are on file with USHGA. Any notice or change in coverage described above shall be given to USHGA without prior notification to its members, at P.O. Box 1330, Colorado Springs, CO 80901-1330. USHGA has the responsibility to notify all individual members of coverage changes.

**• Tel: 800-616-6888 • 719-632-2187 • Fax: 719-632-6417 •
USHGA membership provides associate member status with the National Aeronautic Association (NAA)**

Site Insurance

If your club buys USHPA Site Insurance for this site, then all pilots who fly there must be USHPA members and your club must:

- make and enforce site rules
- assign a rating to the site
- regulate the site

USHPA Site Insurance will defend a landowner if a suit is started. Suits against landowners are extraordinarily rare, if there have been any at all. Insurance suits or settlements are usually confidential. We don't hear about them. There have been some over the years. Considering that the cost of USHPA's insurance policy has remained more or less the same over the years, the value of the settlements and suits must be reasonably small.

Landowner/Site Liability Coverage

Local landowners of sites managed by a USHPA chapter/club are entitled to landowner or site insurance coverage under this USHPA's Master Policy of Commercial General Liability Insurance. Landowner/Site Insurance premiums are assessed on an annual basis and are addressed and collected in the USHPA's Annual Chapter Renewal Notice mailed to each chapter's primary contact every year in November or December. Only USHPA approved chapters are eligible to request site insurance or landowner coverage. Individual members are not eligible to apply for site/landowner coverage. USHPA chapters are completely separate entities from the USHPA but they do provide site management on the local level and they are legitimate managing bodies of USHPA-regulated sites.

Please be sure to update your chapter's primary contact as it changes. This communication with the USHPA will ensure that the Annual Chapter and Site Insurance Renewal notices will be mailed to the correct parties and be expedited in a timely fashion before the policy expires on March 1 of the following year.

Annual chapter premiums for site/landowner coverage are as follows: First site is \$250.00 per annual policy period, Second site is \$175.00 per annual policy period, Third site is \$160.00 per annual policy period, Fourth site is \$140.00 per annual policy period, Fifth site is \$115.00 per annual policy period, and each additional site is \$100.00 per annual policy period. Annual site/landowners insurance premiums are subject to change.

Only those landowners who have certificates of insurance naming them additionally insured to the USHPA's Commercial General Liability Policy are entitled to landowner coverage. Landowners everywhere are not covered. An unlimited number of actual landowners/lessors may be named additional insured for each site. In other words, the chapter pays one fee to insure each site and this fee includes an unlimited number of Additionally Insured per site. This is because the USHPA pays for the site coverage on a site by site basis. There is no penalty for naming five landowners additionally insured for one site compared to naming one landowner additionally insured for another site. Please be advised that only actual landowners or lessors are eligible for landowner coverage. Do not ask the USHPA to approve landowner coverage for parties who are not landowners or lessors. Only ask the USHPA to provide certificates of insurance for actual landowners/lessors.

The Landowner/Site insurance coverage is subject to the same policy limitations as those outlined for USHPA members, or those Named Insured. Those Additionally Insured, or in this case, landowners or lessors are subject to the \$1,000,000 per occurrence limit as well as the \$2,000,000 aggregate limit per policy period unless otherwise stipulated.

Officers of established and approved USHPA chapters/clubs may apply for site/landowner coverage. If you are requesting site insurance for a new site, or for a site that has not been covered before, you must first obtain written permission from a Regional Director to cover this site. The USHPA requires written or verbal approval from a Regional Director so the Regional Director can become aware of a newly insured flying site. Please be advised that site administrators may help to expedite the site insurance process but the USHPA will require final approval from a current USHPA chapter officer.

If you are interested in forming a chapter to insure a new flying site, please call contact the USHPA office for more information about forming a chapter. Most, but not all, USHPA chapters do have insured flying sites.

Instructor Professional Liability Insurance (IPLI)

All USHPA Certified Instructors are now protected by liability insurance for claims related to instruction. This applies whether teaching for hire or not, and includes coverage for legal defense of any claims. This new program is a major step forward in providing protection for instructors. Without it, instructors are exposing their personal assets (house, car, savings, etc) to loss in case of a claim. The key features of the new policy are outlined below.

- \$500,000 per occurrence coverage, with a \$1,000,000 annual aggregate limit for all claims.
- Legal defense costs are excluded from the coverage amount. This means that the costs associated with legal defense don't eat up the coverage; only actual claims paid out will count against the limit.

This insurance information can be found on the USHPA website in the Members Only section. http://www.usHPA.aero/member_insurance.asp

While the USHPA's monthly magazine is arguably the most visible membership benefit, the USHPA insurance programs are certainly one of the most important, if not the most important of your benefits with the Association.

3rd Party Liability Insurance (3PLI)

While the USHPA's monthly magazine is arguably the most visible membership benefit, 3PLI is certainly one of the most important, if not the most important, membership benefit. You must be a current Rogallo or Pilot member of the United States Hang Gliding and Paragliding Association to be eligible for 3PLI; subscribers to the USHPA's monthly magazine, Contributor Members, expired USHPA members of any membership class or category, and non-members are not entitled to USHPA's insurance programs.

There are three Named Insured to 3PLI: the USHPA itself, current Rogallo and Pilot USHPA members and USHPA approved chapters/clubs. The USHPA's Master Policy of Commercial General Liability Insurance provides for a \$1,000,000 per occurrence limit and a \$2,000,000 aggregate limit per policy year for claims resulting from the (potential) negligence of those Named Insured. Third party claims resulting from property damage and/or bodily injury are subject to coverage up to the limits described above per policy period, indicated above. In the case of a potential claim, the USHPA's insurance company will conduct an insurance investigation to determine if coverage is applicable in each specific situation.

While the policy does not provide first-party coverage, or more specifically, coverage for the participating pilot who may cause bodily injury to themselves or who may cause property damage to their gliders as a result of negligence related to their flying, the policy does cover claims resulting from damages that are caused to third parties resulting in bodily injury or property damage to the third party that was caused by the negligence of the participating pilot.

The policy covers hang gliding and paragliding by USHPA members while flying in the United States, US territories and possessions, Puerto Rico, and Canada, or while flying temporarily overseas i.e., for the purpose of an international competition or short term flying trips. The policy maintains a \$1,000.00 pilot deductible per occurrence and is the "offending" pilot's responsibility to pay to the USHPA at the outset of the claims process. This deductible also dictates that claims must be in excess of \$1,000.00 for it to make sense to file an insurance claim on behalf of those Named Insured. In all cases, the insurance company determines eligible claims and associated charges. This policy covers flying-related activities and claims for recreational purposes, but it is in no way a health plan or a personal injury policy for the participating pilot.

The 3PLI is also not a substitute for commercial coverage for the USHPA schools or instructors. In fact, there is an exclusion for commercial activities and for paid instruction in this policy, however the USHPA Instructor Professional Liability Insurance policy (IPLI, mentioned below), separate and distinct from 3PLI, provides this professional coverage for instructors. 3PLI is intended to come into play for incidents or claims resulting from recreational sport flying only.

USHPA members residing in foreign countries are only insured while flying within the borders of the United States, US territories and possessions, Puerto Rico, and Canada. Current USHPA members should refer to the back of their current USHPA membership card for basic information concerning the USHPA's third party liability coverage.

Event Insurance

USHPA sanctioned competitions, meets, demonstrations, or special events are eligible for USHPA Event Insurance coverage. If such events take place at a site that is not already covered by USHPA's site insurance, individuals or chapters may apply for event insurance. Prior approval by the USHPA office and an insurance representative is required before the event insurance can be issued. Please plan to contact the USHPA office well in advance of special events to obtain approval for event insurance and to expedite the necessary paperwork for the event coverage. Event insurance fees are \$75.00 for event lasting 1-3 days, \$190.00 for events lasting 4-7 days and \$250.00 for events lasting more than 7 days. These premiums are subject to change. Be prepared to provide the name, nature, and purpose of the event and provide the its exact location, and effective dates. Also, you will need to provide the names of those Additionally Insured. Please note that the USHPA will not name members of the USHPA as Additionally Insured to the policy unless such members are also landowners and can provide proof of land ownership. Those Named Insured are not listed as Additionally Insured unless the Named Insured can provide proof of land ownership. Please contact the USHPA office at 800-616-6888 for more information concerning USHPA's event insurance.

A **Certificate of Insurance** for a **landowner** looks like this (in this example, a private landowner's name has been blanked out). Certificates of Insurance arrive by March 1 each year. The insurance policy runs from March 1 through April 30.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		UNITSTA-01 ANNM												
DATE (MM/DD/YYYY) 2/11/2005														
PRODUCER First Flight Insurance Group, Inc. P.O. Box 1048 4112 N. Croatan Highway Kitty Hawk, NC 27949	(252) 261-1903	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED United States Hang Gliding Association Inc. P O Box 1330 Colorado Springs, CO 80901	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A: Markel International Ins. Co., Ltd.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Markel International Ins. Co., Ltd.		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: Markel International Ins. Co., Ltd.														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
COVERAGES														
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER												
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3/1/2005												
		3/1/2006												
		LIMITS												
		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ EXCLUDED												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$												
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Site: Mt St Helena - North of Calistoga CA Additional Insured: Landowner														
CERTIFICATE HOLDER Sonoma Wings Hang Gliding Association 33 CA 95492-		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Danilo Lopez</i>												

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

First page of USHPA Insurance Policy (2005 – 2006)

The entire **USHPA Insurance Policy** can be printed for an interested landowner.
Download from USHPA.aero



MARKEL INTERNATIONAL INS. CO., LTD.

GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER:

☐ NEW BUSINESS
☒ RENEWAL

NAMED INSURED AND ADDRESS:

AGENT NAME AND ADDRESS:

USHGA
P.O. Box 1330
Colorado Springs CO 80901

First Flight Insurance Group, Inc.
4112 N. Croatan Highway
P.O. Box 1048
Kitty Hawk, NC 27949

POLICY PERIOD From: 3/1/2005 To: 3/1/2006

At 12:01 A.M. Standard Time at your address shown above.

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT	\$2,000,000
PRODUCTS & COMPLETED OPERATIONS LIABILITY LIMIT	Coverage Excluded
PERSONAL & ADVERTISING LIABILITY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
FIRE DAMAGE TO RENTED PREMISES PER FIRE LIMIT	\$50,000
MEDICAL PAYMENTS PER PERSON LIMIT	\$1,000
DEDUCTIBLE PER OCCURRENCE	\$1,000
EMPLOYEE BENEFITS LIABILITY	\$1,000,000 per claim made \$1,000,000 Aggregate

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:
As per schedule on file with company

Countersigned By: Authorized Representative

Date: _____

- Coverage is for individual instructors, for their personal liability. This policy does not insure businesses or site owners (see below), but it does protect individual instructors for their own liability.
- Claims made by students against an instructor are covered, provided that the student has signed up as at least a 30-day member, and has signed the USHPA waiver. If there is a signed waiver in place, then the insurance will defend claims made by a student who might suffer an injury during training.
- Coverage area is the United States, Puerto Rico and Canada. There is no coverage for training that occurs outside of the area, for example in Mexico.

A \$1000 deductible applies to any claims actually paid. This does not apply to legal expenses, only to actual claims paid out. Typically this would apply in cases where a training accident resulted in damage to property, such as a parked car or building, or if a third party was injured.

- The insurance is in force as of August 1, 2007, for all Rogallo-class members of USHPA who hold at least one current instructor rating. This can include basic, advanced or tandem instructors. It does not apply to observers, examiners or administrators, but their liability is already covered under the recreational pilot policy. This new policy is separate from the recreational policy, and provides an additional layer of protection for instructors, whose teaching is excluded from the recreational pilot policy.
- The cost of the new policy is paid for by the increased cost of a Rogallo membership, and partly by membership dues in all classes. Coverage is automatic for all current instructors, and those who have not yet renewed at the new dues rate are still covered.
- Instructors who choose not to renew as Rogallo members may renew at the Pilot membership level, but their instructor appointments will immediately go inactive. Before making this change, the office will ask for written confirmation that you really mean it, and you didn't just make a mistake on your renewal form. If you later decide to reactivate your instructor appointment, you can do so by paying the difference between the Pilot and Rogallo dues rate at that time.
- It is not possible to add any additional insured parties under the instructor policy. However, the fact that we now have the instructor coverage, and it is "primary" (so it defends first if there is a claim) means that we can now approve site insurance requests for training hills. In the past we generally declined to approve these, because the risk of an instruction-related accident posed an unacceptable hazard to our recreational/site policy. In a nutshell, this means that if you need to get site insurance in order to open a new training hill, now we can probably do that. Contact your regional director and the insurance committee chairman for details.
- There is no coverage under this policy for schools, businesses and the like. If you have a school, storefront business or home-based dealership, you still need to carry standard business insurance for general liability. But you don't need to insure for claims related to teaching hang gliding or paragliding, because that risk is covered by your USHPA instructor insurance. Since this is the big, scary unknown for most insurers, it should be much easier to get the rest of your business insured for the usual risks. Insurers understand the normal slip-and-fall, theft and advertising injury risks that businesses have to insure for. It's just the flying part that scares them off.

We hope that you, as a member, find the benefits of USHPA's insurance programs useful; they're there to reduce some of the potential risks associated with participating in the sport. If you have any questions about these policies, please contact the USHPA office.

Waiver

Site insurance protects landowners from suits by spectators, but not from pilots. Waivers protect landowners from any suits brought by pilots. Suits by pilots, against landowners, are rare.

This Release, Waiver and Assumption of Risk is signed by each USHPA member. All pilots who fly USHPA insured sites have signed this waiver.

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits to be derived from membership in the USHGA, _____ (*Pilot*) and the parent or legal guardian of *Pilot* if *Pilot* is a minor, for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

A. DEFINITIONS - The following definitions apply to terms used in this Agreement:

1. "**PARTICIPATION IN THE SPORT**" means launching (and/or assisting another in launching), flying (whether as pilot in command or otherwise) and/or landing (including, but not limited to, crashing) a hang glider or paraglider.
2. "**SPORTS INJURIES**" means **personal injury, bodily injury, death, property damage and/or any other personal or financial injury** sustained by *Pilot* as a result of *Pilot's PARTICIPATION IN THE SPORT* and/or as a result of the administration of any USHGA programs (for example: the Pilot Proficiency System). If *Pilot* is under 18 years of age, the term "**SPORTS INJURIES**" means **personal injury, bodily injury, death, property damage and/or any other personal or financial injury** sustained by *Pilot* as well as **personal injury, bodily injury, death, property damage and/or any other personal or financial injury** sustained by *Pilot's* parents or legal guardians, as a result of *Pilot's PARTICIPATION IN THE SPORT* and/or as a result of the administration of any USHGA programs.
3. "**RELEASED PARTIES**" means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
 - a) The United States Hang Gliding Association, a California Non-profit Corporation (USHGA);
 - b) Each of the person(s) sponsoring and/or participating in the administration of *Pilot's* proficiency rating(s);
 - c) Each of the hang gliding and/or paragliding organizations which are chapters of the USHGA;
 - d) The United States Of America and each of the city(ies), town(s), county(ies), State(s) and/or other political subdivisions or governmental agencies within whose jurisdictions *Pilot* launches, flies and/or lands;
 - e) Each of the property owners on or over whose property *Pilot* may launch, fly and/or land;
 - f) All persons involved, in any manner, in the sports of hang gliding and/or paragliding at the site(s) where *Pilot PARTICIPATES IN THE SPORT*. "All persons involved" include, but are not limited to, spectators, hang glider and/or paraglider pilots, assistants, drivers, instructors, observers, and owners of hang gliding and/or paragliding equipment; and
 - g) All other persons lawfully present at the site(s) during *Pilot's PARTICIPATION IN THE SPORT*.

B. I FOREVER RELEASE AND DISCHARGE the **RELEASED PARTIES** from any and all liabilities, claims, demands, or causes of action that I may hereafter have for **SPORTS INJURIES**, however caused, even if caused by the negligence (whether active or passive) of any of the **RELEASED PARTIES**, to the fullest extent allowed by law.

C. I WILL NOT SUE OR MAKE A CLAIM against any of the **RELEASED PARTIES** for loss or damage on account of **SPORTS INJURIES**. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorneys' fees and costs of the **RELEASED PARTIES**.

D. I AGREE THAT this **AGREEMENT** shall be **governed by** and **construed** in accordance with the laws of the State of California. **All disputes and matters** whatsoever arising under, in connection with or incident to this Agreement shall be **litigated, if at all**, in and before a Court located in the State of California, U.S.A. to the exclusion of the Courts of any other State or Country.

E. SEVERABILITY. If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

F. I REPRESENT THAT *Pilot* is at least 18 years of age, or, that I am the parent or legal guardian of *Pilot* and am making this agreement on behalf of myself and *Pilot*. If I am the parent or legal guardian of *Pilot*, **I AGREE TO INDEMNIFY AND REIMBURSE** the **RELEASED PARTIES** for their defense and indemnity from any claim or liability in the event that *Pilot* suffers **SPORTS INJURIES** as a result of *Pilot's PARTICIPATION IN THE SPORT*, even if caused in whole or in part by the negligence (whether active or passive) of any of the **RELEASED PARTIES**.

G. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

I have read, understand, and agree to the above **RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT**.

Adult Pilot's Signature

Date

Signature of Pilot's Parent or Legal Guardian if Pilot under 18 years of age.

Date

MMR 12-97

The State of California approves this Waiver for use at some State Parks.

PILOT'S WAIVER

I acknowledge that there are risks and dangers in flying a hang glider. I hereby release, acquit, and forever discharge the State of California, its officers, agents, employees, and representatives from any liability, claims, demands, actions or right of action, of whatsoever kind of nature, in law or in equity, that I may have or which may accrue in favor of me or my heirs, executors, administrators and representatives, or any of them, in any way growing out of resulting from or arising in connection with flying a hang glider on its property, and I hereby assume all RISKS of any liability for damage to my person, however caused, by negligence or otherwise, and I hereby give consent to whatever medical care which might be provided or available. I, the signee on the sheet below, have read the above and understand all of the statements completely.

Date January 1, 1998

PILOT NAME

SIGNATURE

**IN CASE OF EMERGENCY NOTIFY (PRINT NAME AND TELEPHONE
NUMBER)**

Recreational Liability Statutes protect California public landowners

CALIFORNIA CODES: GOVERNMENT CODE SECTION 831.7

831.7 Hazardous recreational activities

(a) Neither a public entity nor a public employee is liable to any person who participates in a hazardous recreational activity, including any person who assists the participant, or to any spectator who knew or reasonably should have known that the hazardous recreational activity created a substantial risk of injury to himself or herself and was voluntarily in the place of risk, or having the ability to do so failed to leave, for any damage or injury to property or persons arising out of that hazardous recreational activity.

(b) As used in this section, "hazardous recreational activity" means a recreational activity conducted on property of a public entity which creates a substantial (as distinguished from a minor, trivial, or insignificant) risk of injury to a participant or a spectator.

"Hazardous recreational activity" also means:

(1) Water contact activities, except diving, in places where or at a time when lifeguards are not provided and reasonable warning thereof has been given or the injured party should reasonably have known that there was no lifeguard provided at the time.

(2) Any form of diving into water from other than a diving board or diving platform, or at any place or from any structure where diving is prohibited and reasonable warning thereof has been given.

(3) Animal riding, including equestrian competition, archery, bicycle racing or jumping, mountain bicycling, boating, cross-country and downhill skiing, **hang gliding**, kayaking, motorized vehicle racing, off-road motorcycling or four-wheel driving of any kind, orienteering, pistol and rifle shooting, rock climbing, rockeetering, rodeo, spelunking, sky diving, sport parachuting, paragliding, body contact sports (i.e., sports in which it is reasonably foreseeable that there will be rough bodily contact with one or more participants), surfing, trampolining, tree climbing, tree rope swinging, waterskiing, white water rafting, and windsurfing. For the purposes of this subdivision, "mountain bicycling" does not include riding a bicycle on paved pathways, roadways, or sidewalks.

(c) Notwithstanding the provisions of subdivision (a), this section does not limit liability which would otherwise exist for any of the following:

(1) Failure of the public entity or employee to guard or warn of a known dangerous condition or of another hazardous recreational activity known to the public entity or employee that is not reasonably assumed by the participant as inherently a part of the hazardous recreational activity out of which the damage or injury arose.

(2) Damage or injury suffered in any case where permission to participate in the hazardous recreational activity was granted for a specific fee. For the purpose of this paragraph, a "specific fee" does not include a fee or consideration charged for a general purpose such as a general park admission charge, a vehicle entry or parking fee, or an administrative or group use application or permit fee, as distinguished from a specific fee charged for participation in the specific hazardous recreational activity out of which the damage or injury arose.

(3) Injury suffered to the extent proximately caused by the negligent failure of the public entity or public employee to properly construct or maintain in good repair any structure, recreational equipment or machinery, or substantial work of improvement utilized in the hazardous recreational activity out of which the damage or injury arose.

(4) Damage or injury suffered in any case where the public entity or employee recklessly or with gross negligence promoted the participation in or observance of a hazardous recreational activity. For purposes of this paragraph, promotional literature or a public announcement or advertisement which merely describes the available facilities and services on the property does not in itself constitute a reckless or grossly negligent promotion.

(5) An act of gross negligence by a public entity or a public employee which is the proximate cause of the injury. Nothing in this subdivision creates a duty of care or basis of liability for personal injury or for damage to personal property.

(d) Nothing in this section shall limit the liability of an independent concessionaire, or any person or organization other than the public entity, whether or not the person or organization has a contractual relationship with the public entity to use the public property, for injuries or damages suffered in any case as a result of the operation of a hazardous recreational activity on public property by the concessionaire, person, or organization.

Mt. Tamalpais

Mt. Tamalpais (Mt. Tam) is one of the most scenic mountain sites in California. It has unobstructed panoramic views of the Pacific Ocean, San Francisco, and the Bay and Delta waters. There are many popular hiking trails all around the mountain, and Stinson Beach is below.



The Marin County Hang Gliding Association (MCHGA) and The Bay Area Paragliding Association (BAPA) are designated by the State of California and the County of Marin Department of Parks and Recreation, through special use permits, to administer hang/paragliding activities on Mt. Tam. Mt. Tam is located north of San Francisco, between Mill Valley and Stinson Beach. There are three launches facing south to northwest (~2000 ft. MSL). The landing zone is near the north end of Stinson Beach. Check a tide table for high tides; especially during the winter and spring. The best season for Mt. Tam is during winter and spring as the storms bring instability for good soaring conditions. The conditions can become extreme due to the Pacific to the west and the Delta to the east. **WARNING:** Funnel clouds and associated systems have developed rapidly after what seemed to be good starting conditions.

Mt. Tamalpais Paragliding Rules and Policies (9/99)

The State of California and the County of Marin Departments of Parks and Recreation designate the Bay Area Paragliding Association (BAPA) through special use permits to administer paragliding activities on Mt. Tamalpais. Each pilot flying this site is expected to uphold and enforce the flying rules established for the site. Any pilot errors made while flying, such as endangering other pilots, spectators or destruction of government or private property, could result in the revocation of the County or State use permits, with consequent loss of Mt. Tamalpais as a flying site.

1. Pilot Qualifications
 - a. All pilots must be current members of the United States Hang Gliding Association (USHGA).
 - b. Pilots must possess a minimum of a USHGA advanced rating (Para IV) or a USHGA intermediate rating (Para III) and be sponsored and accompanied by a BAPA approved advanced rated pilot, unless the intermediate pilot has successfully completed the prerequisite requirements and has been issued a Mt. Tamalpais sticker.
 - c. Pilots must have a current Mt. Tamalpais sticker attached to the left side of their helmets in order to fly from Mt. Tamalpais. The purpose of the helmet sticker is to identify qualified pilots to park authorities and other pilots.

Sponsored pilots must carry a sponsor card obtained from their sponsor.

Stickers may be obtained in person. To obtain a sticker a pilot must:

- 1) Present a current USHGA advanced rating membership card.
- 2) Complete and sign an application form.
- 3) Read the Mt. Tamalpais Paragliding Rules and Policies.

In addition to the helmet sticker, pilots will receive a copy of the rules. Helmet stickers are available from the BAPA Mt. Tamalpais site director.

- d. All pilots must fly with a reserve parachute.
- e. Sponsors must be USHGA advanced rated pilots and obtain a sticker sign off from the BAPA Mt. Tamalpais site director. They must be present with the sponsored pilots. The sponsor will review the rules for flying Mt. Tamalpais with the intermediate pilots. The sponsor will show the intermediate pilot the landing zone. It is the sponsor's responsibility to judge the conditions and make the decision to fly.

The site director can revoke sponsorship rights for any negligence of the Mt. Tamalpais rules as determined by the park authorities or BAPA officers. This may result in the loss of the sponsor's own flying privileges on Mt. Tam.

- f. Intermediate (Para III) pilots may fly unsponsored if and only if they have met the following requirements and have been issued a Mt. Tamalpais sticker.
 - 1) They have completed at least five sponsored flights, on five different days, all without accidents or incidents and all ending in the designated landing area.
 - 2) Prior to each of these flights they have briefed their sponsor as to their choice of launch and flight plan and the reasons for these choices, and they have executed their flight plans to the satisfaction of their sponsor.
 - 3) They have completed and signed the Para III sticker application form, including sponsor(s) signoffs for each qualifying flight, and submitted it to an authorized sticker-issuing agency.

2. Before Flying

Pilots must fill out a registration card (once yearly) and sign in at the Pan Toll Ranger Station (once daily). Maps of the launch and the landing zone will be available at the ranger station.

3. Launching

- a. There are three designated take-off sites on Mt. Tamalpais, shown on the attached map as #1, #2 and #3. All launches must be made from these sites.
- b. Only one pilot launching and one setting up are permitted on each site.
- c. There is to be no flying when winds exceed **15 m.p.h.** at the launch site.
- d. A pilot familiar with the site must accompany pilots flying the site for the first time.

4. Flying

- a. **The Restricted Flying Area, indicated on the attached map, must be observed! Do not fly over the town of Stinson Beach.**
- b. There is to be no flying when the beach is not visible from the take off, or when the cloud ceiling is dangerously low.
- c. There is to be no flying when the landing zone is crowded with people, which is usually at the discretion of a State Park Ranger.
- d. **Motorized Paragliding is forbidden.**
- e. No glider shall be flown in any manner, which intentionally exceeds its manufacturer's maximum recommended limits (wing placard).

5.



- a. The landing zone is on the beach at Walla Vista, as indicated on the attached map. All landings must be made in the **Designated Landing Zone**. When working off excess altitude, work down over the beach or water, **not** directly over the houses along the beach.
- b. The first pilot to land in a group should keep the landing zone clear of spectators for the rest of the group. **It is the responsibility of the pilots to avoid the people using the beach.**
- c. Pilots must fold their canopies immediately after landing and clear the landing zone.
- d. Pilots must walk to their vehicles via the Walla Vista public access. All other roads in the area are private roads and are **not** to be used. Drivers should park in the area indicated on the attached map.

6. Pilots Responsibilities

- a. Pilots must comply with all State Park and County Beach regulations governing visitor use (parking, littering, overnight camping, etc.).
- b. **Safety:** Pilots are responsible for their own safety and the safety of other pilots and spectators. Each pilot is ultimately responsible for avoiding people in the landing area.
- c. **Judgment:** Good judgment is a necessary part of aviation. It requires a thorough knowledge of the limitations of your aircraft, your abilities and the prevailing conditions (such as sufficient **altitude** and **penetration** to cross the houses, etc., and whether the landing zone is dangerously crowded). When deciding if you are going to fly, take all things into consideration.

- d. **Self-Regulation:** It is each pilot's responsibility to **uphold** and **enforce** these rules and to cooperate with the Park Rangers. A pilot observing another pilot in violation of these rules is **obliged** to enforce the rules as follows:

- 1) Explain to the pilot that (s)he is in violation of the rules; request compliance.
- 2) If unsuccessful in gaining compliance, politely inform the pilot that you are obligated to report him/her to a Park Ranger if the violation continues.
- 3) Report the pilot to any Park Ranger. Contact the site director and make a verbal report.

A pilot violating the rules or witnessing a violation without intervention will:

Be issued a citation by the Park Rangers.

Be subject to revocation of his/her flying privileges at all sites regulated by BAPA.

Risk losing his/her flying privileges at other USHGA regulated sites.

Risk losing his/her USHGA rating.

7. Site Advisories

- a. In the winter months, high tides can completely cover the landing zone.
- b. On hot summer days, the landing zone may be extremely crowded. It always looks less, crowded from the mountain than when you arrive over the beach. It's a good idea to check the landing area with binoculars if you have them.
- c. Post-frontal conditions can be extremely turbulent, especially in the canyons when the prevailing winds are more northerly.
- d. There are often light winds on the mountain, but there may be **strong dense laminar marine winds** near the beach. These winds commonly reach 25 knots. (29m.p.h.), about the top speed of most paragliders. Always check the wind signs on the ocean and lagoon before launching and during flight.
- e. This site is a long glide to the LZ, especially from launches #1 and #2. **Always leave the mountain early allowing plenty of altitude to reach the beach.** One should plan on having at least 500' left when arriving over the beach in order to allow for errors in judgment and unexpected marine winds. Older canopies may not have the glide ratio to make it over the houses from launch #3 and should not be flown from launches #1 and #2.
- f. **Advisories for launch #2:** This launch works when it is blowing over the back at launch #3, however if the wind will almost always come up at this launch even if it is strong over the back. If one launches in these conditions (s)he will encounter strong turbulence and sink through the canyons and finally a headwind across the mesa. **You will not make the LZ in these conditions!** It is a good idea to drive to launch #3 first to check out the "true" wind before using this launch.



State of California - The Resources Agency

DEPARTMENT OF FISH AND GAME

<http://www.dfg.ca.gov>

POST OFFICE BOX 47
YOUNTVILLE, CALIFORNIA 94599
(707) 944-5500

PETE WILSON, Governor



December 16, 1997

Mr. Robert LaBelle, Superintendent
Russian River District Headquarters
25381 Steelhead Boulevard
Duncans Mills, California 95430

Mr. Maurice Getty, Superintendent
Silverado District Headquarters
20 East Spain
Sonoma, California 95476

Dear Messrs. LaBelle and Getty:

Sonoma Wings
Hang Gliding in Peregrine Falcon Areas
Sonoma County

Department of Fish and Game personnel's review of hang gliding by "Sonoma Wings" indicates that peregrine falcons and other raptorial birds are not affected by hang gliders. The birds will fly with them, but generally ignore their activities unless very close (a few feet) and then they just move away. The gliders do not get close enough to nesting areas to cause a problem.

In regard to coastal nesting sites, there was no peregrine activity along the reported historic nesting areas last year, when we checked the area in March and May. Club members, who are all familiar with local raptorial birds, indicate seeing kestrels, merlins, red-tailed hawks, white-tailed kites, and marsh hawks, but have not seen peregrines there. It is unlikely that they would present any danger to the falcons if they were present. It is our opinion that there are no nests close to Meyers Grade, and that Sonoma Wings hang gliders should not be restricted in their activities there based on impacts to the falcons.

We have also observed gliding activity on Mount St. Helena and the palisades. Hang gliding and gliders do not appear to be a problem. With the present information, we would have no objection with hang gliders launching from anywhere on top of the mountain, at any season, with the provision that they stay at least 100 feet away from Tom Dye Rock from February 15 to August 1.

Conserving California's Wildlife Since 1870.

Mr. Robert LaBelle
Mr. Maurice Getty
December 16, 1997
Page Two

We are concerned with the helicopter tour services that fly close to the bluffs during the nesting season, and an occasional glider tow plane that buzzed the cliffs. Some restrictions are needed for these uses during the nesting season, February 15 to August 1.

If you have any questions regarding our comments, please contact Mr. Allan Buckmann, Associate Wildlife Biologist, at (707) 944-5537; or Mr. Carl Wilcox, Environmental Services Supervisor, at (707) 944-5525.

Sincerely,

Ken Asen
for

Brian Hunter
Regional Manager
Region 3

cc: ✓ Mr. Leo Jones
Sonoma Wings
2030 Garba Pleno Road
Santa Rosa, CA 95409

The following e-mails were written during the campaign to open Bidwell Park to paragliding. These e-mails have been edited.

Sent: Sunday, December 02, 2007 8:23 AM
To: USHPA Info
Subject: USHPA Website Feedback

I've visited the USHPA Website and would like to submit the following comments:

Hello!

I need assistance converting a low key law which prohibits paragliding in our local city park (bidwell park- 2nd largest in nation). This park has unique geography positioned in the Sac valley which allows nearly year round flying. The city has made the activities of paragliding and hangliding illegal, however I believe with the right approach and cooperation for a regulated site under your guidelines, we may have a chance to add a fantastic site to our regional flying locations. Please contact me and let me know what would be the advised approach and if you can offer any information or assistance regarding establishing a regulated site. The more info and/or site cases you have the better. I am gearing up to present this information and really need your help.

Thanks

JS

From: JS
To: C
Sent: Tuesday, December 04, 2007 11:27 AM
Subject: RE: Calif. Recreational Use Statute

Hey C,

had an interesting phone call with the USHGA site development...

Sounds like the best approach is trying to develop a presentation in preparation to deliver to the park commissioner...

Sent: Monday, March 24, 2008 9:49 AM
Subject: Bidwell Park- time has come

Hi J,

The time has come for Bidwell Park action. Could you please call me when you get a chance or provide your contact info so I can call you on my dime- Thanks.

Thanks.

JS

Sent: Tuesday, March 25, 2008 9:08 AM
To: js
Subject: RE: Bidwell Park- time has come

A minimum packet would be 1, 2, 7, and 9

J

Sent: Thursday, March 27, 2008 9:31 AM
Subject: RE: Bidwell Park- time has come

Thanks J,

I have had opportunities to connect with the local flying club as well as contact someone in the watch dog group- Friends of Bidwell Park. All positive responses with some minor discussion around hang use in the park and impacts. The club is in support with the old timers supporting no hang gliders at. The newbies are arguing that hang should be included. Not really an issue at the moment- I think everyone understands the challenges at hand. FBP individual suggested that the park commission is all about recreational use Therefore, good and bad- good is that the park commission is favorable to thinking about use and allowing it to happen- maybe.... He also suggested that with the proper cooperative approach and study structure for use impacts that they might entertain support. He suggested contacting the president and making a pitch to the panel. They may not endorse but they may not condemn either.

Also....suggested creating a new club to manage the park- Bidwell Fliers. This way the sole purpose of the group is to monitor activities in the park regarding flying and they may encourage the use permit and sense of control. What do you think? What am I up to for forming a new club?

Thanks for all your support- it means a lot.

Cheers,
JS

From: j
Sent: Thursday, March 27, 2008 12:31 PM
To: js
Subject: RE: Bidwell Park- time has come

Hi J,

Thanks for the e-mail. This sounds promising.

I think you should not worry about PG-only at this time. You have several good arguments - recent experience is with PG, HG has some history there, site is most suited to PG. If, after a couple of years of flying, it makes sense to add HG in some way, you can do that later. Getting the site up and running is more important than being 'fair' at this early stage.

If you need to form your own club, you will need:
Club by-laws
a membership list
at least 3 members who are USHPA members
some way for members to elect a new president, officers each year
dues are a good idea....

J

From: JS
Sent: Friday, March 28, 2008 8:58 AM
To: J
Subject: RE: - Bidwell Park- time has come

Ok- great advice.

I was considering plugging the good flying properties of the park but don't want to overwhelm them with information... So I will try to boil it down to something that works for the general public.

The parking issues should not be too big a deal because there are large parking lots at both landing zones which rarely have volumes of cars. There are also several smaller ones along the road where an alternate landing area might be established.

I would love to have the layout and structure sample of a permitted use within another park. It sounds as though the area you fly is governed under a similar system. The forming of a new club sounds like a small task but doable.

Ok- Total things I still need to find or get if you have them and are willing are:

Letter of support

Bird study

Sample system from your permit structure

Several samples of other city or governed parks with use permits

I started an abstract but it needs massaging- I'll send you a draft for review when I get it boiled down a little more. I still need to layout the actual structure of the permit and oversight system.

JS

From: JS

Sent: Monday, March 31, 2008 10:04 AM

To: J

Subject: RE: - Bidwell Park- time has come

I am assembling the power point right now. I have created some flight zones from Google Earth. Currently debating how much detail to include. I could do a big picture- here's where we take off and land and here is our typical flight zones –or- I could present typical fly zones for both lower and upper with typical flight paths and typical landing points- attached are three images- one general- two specific to the two sites.

JS

Sent: Monday, March 31, 2008 4:24 PM

Subject: RE: - Bidwell Park- time has come

Hello

Just so happens that I contacted someone at the city about another topic and got D's admin assistant. I scheduled an appointment for this Friday at 8:30 am. I will present the ideas and give him the info package. She suggested that I give her the info tonight so that he can review and consider asap. She suggested that his concern will be insurance and liability. I think we have covered that. I will send you the package asap tonight to let you review. I will be meeting with a city council member tonight for advice as well.

JS

Sent: Tuesday, April 15, 2008 11:21 PM

Subject: Paragliding in Bidwell Park

Hi J-

Good news! Last night we had a meeting with the master management planning committee for the Bidwell Parks and Playground Commission. I am happy to report that they all enjoyed the presentation and dialog and determined to allow and recommend Paragliding in Bidwell Park!!!

The meeting was attended by:

Commissioners: JW (chair) and SL

Park Commissioner: DB (Assistant City Manager and Bidwell Park Commissioner)

RB, SP, and JS (happiest kid in town)

In brief, the meeting was met with one opposing, one enthusiastic member and another with a very neutral attitude. At the end, all three members were in favor. Since my meeting with D last Friday, the package I provided him was scanned into three PDF files. I was concerned about the technical issues with that. Good thing D brought the binder to the meeting. The binder was used for the color photos, Google earth images of fly zones and landing zones, documents, and outline. I would highly recommend presenting with that approach- visual aids- for other sites. They thoroughly recognized that the level of detail using the imagery and legal info you supplied was conclusive to their thoughts and questions. You may have my proposal as a sample for others. Anyhow- the meeting rolled through a general look at it (paragliding) and what it is, moved to legal and impact issues, rolled into fun technical description of the activity and why it is worth our request, and finished with a summary of what needs to be done to get the ball going. So here is the approach from here:

1. The proposal and legal documents will go to risk management for review of the insurance policy. This is where we may need your immediate input and support. The city risk manager will be contacting me, I am sure, for additional info to the multiple scanned and PDF read version of the detailed documents you sent me.
2. The master plan committee will present the topic and recommendation to the city council and parks commissioners on April 28th. At this point I will be asked to present a truncated version of my detailed presentation last night. They want it straight and to the point. Comments were made to the effect that they were the easy group and it took 1.5 hours to determine the outcome. This next meeting will require a brief outline, little dialog to sell them on the concept, and depend on the recommendation of the committee. Fortunately, I know one other member. That may yield us 3 of 7. Need one more to ratify. The committee is developed to be the knowledgeable body of the details and to provide recommendation to the full commission. At some point we all yield to others to study the details and rely on them for good judgment. There ya have it...
3. Once Passed- there will be language developed to change the ordinance and either allow a permit or no ordinance against. A team will have to be developed to address details with commission input and review. This could take 3-6 months.

Ok- so- as to the controversy of hang pilots in the park-

1. I was surprised at the open interest of the commission members. No mention of HG was mentioned until D suggested I speak about hang gliding- just about like that. Ummmmmmmm Ummmmmmmm- well, I explained "It is by consensus that the local hang gliding community not engage in flying in the park, however, I would like to retain the option of revisiting and evaluating the possibility in the third year of the proposal. I continued with a short stuttering description of the aircraft - I did not bash on HG. Instead we let them know that it is not in our proposal and it is currently off the table. We would like to get our foot in the door and be able to evaluate later if it is reasonable. That just barely flew. Incremental steps supported. No comment from the commission members. All in all it is understood that South Rim and HG is not considered.

And it all went on and on until finally we all started looking at our clocks and realized its time to decide- low and behold- they were excited- wanted to do a tandem flight off the rim and granted the yes vote!! Yahooooooo!

Next meeting plans were briefly discussed and the meeting broke. I will let you know when we need to pull you in if you are willing!

As B says- 'Still Grin'n"

Cheers,
JS

Sent: Wednesday, April 30, 2008 10:10 AM
Subject: Bidwell Park

Hi J,

Check out this link for a news article.

http://www.chicoer.com/news/ci_9103388

Please Vote at the poll- it could influence the gov officials making the next decision.

Looks like we might get a new site soon.

Cheers,
JS

Sent: Thursday, May 01, 2008 5:32 PM
Subject: botanizing
Here is my work email.

I spoke with our Botanist and she is available on Tuesday. Would it be possible for you to accompany her to the sites so she knows exactly where to do her surveys (in order to avoid questioning whether she is in the right spot)...

KS
Senior Planner / Manager
Gallaway Consulting, Inc.

Sent: Thursday, May 01, 2008 6:47 PM
Subject: RE: botanizing

Thanks KS,

I appreciate your interest and cooperation. I would like to proceed with the study and appropriate reporting necessary to comply with the city's needs.

To be official: This is a message from JS and MR to commence a botany study for the purpose of evaluating the sites required for Paragliding in Bidwell Park, Chico, Ca. I understand that a contract will be formed and my signature will be required. Please let me know method of payment. I request a copy of the study be issued to DB, Assistant City Manager of the City of Chico and to myself, JS, president of Bidwell Park Fliers. Please begin the study promptly as to not miss the window necessary to be accurate.

As for timing. My understanding is that the study is time sensitive. I would like to suggest that we perform the study well within the time estimations required to ensure adequate data collection and reporting. I understand your botanist will be available Tuesday, however I can be available Friday (tomorrow), or Monday morning before 11:00 and after 1:30. Further, I can be available Tuesday before 12:00 anytime. The hike to the rim takes 15-20 minutes depending on fitness of your botanist. An adequate budget of time to strictly visit the 6 proposed sites would take approximately 2 hours (Shooting range is easy, Heli pad is a drive to and easy look, Rattle Snake Launch is a 15-20 minute hike, from there to Julian's launch is 10 minutes, Monkey face launch is another 15 minutes, and the loop back to the car at bear hole is another 15-20. An hour buffer for chit chat and a good look at each location. You have the Google earth maps of the sites but it will require me to attend to give you specific locations with no mistakes.

Once again, Thanks a bunch! Please contact me if you have any questions.
JS

Sent: Friday, May 02, 2008 9:18 AM
Subject: Paragliding Bidwell Update

Hello Fellow feathered Bidwell friends!

It's amazing what takes place in one week! This week was busy.

Of course you all know what happened Monday- good news- we received the initial policy OK for flying in the park. Bidwell Park has made blogs and reports all over the country. Not that I want that kind of exposure, but it is what it is. We made the paper, a poll was taken with just over 60 something percent in support. Several supportive articles have been written and published to the paper.

I have received dozens of emails in support of the beauty and grace this will add to the park skyline. Further, one of the commission members has changed his mind on the Nay vote after seeing the support from the public. We are not there yet- but getting better all the time.

Next steps:

1. Environmental review (not to be confused with an environmental impact review EIR- much more intensive and expensive). The review will be conducted on Tuesday next week in the park. We have FOUR days left in the season to be able to conduct the study. It must be done NOW. The report will be written and issued to DB. where then he will dissect the report and determine action from there. There are 4 possible outcomes- 1st is that there will just be a letter written stating no issues to be concerned of. 2nd is a report that suggests some limitations or restrictions because of some issues but nothing major and the report would be called 'negative' as though it does not have impacts. 3rd is a report that describes impacts that are more serious and will require mitigation somehow (not likely outcome) and 4th is a report that is a full EIR usually called for when you build a structure. We will likely land in the 1st or 2nd category. Both have easy outcomes. **OK here is the clincher!!!-----** The report must be done by an agency. The agency must follow guidelines according to accepted policy. There cannot be anyway to poke holes in the report produced. So, where I thought maybe we had a fellow pilot who is a botanist who would be willing to do the report, he might have a conflict of interest and a specialty area outside the study needs. D suggested that we could go that route but the likelihood that the opposition would poke holes in the report is there. Therefore, we will have to hire an agency to do the work. Therefore, the study costs \$1500.00 to perform at the low end. I have communicated with the company and they are preparing to conduct the study. There are some options on the table:
 - a. If USHPA is a non-profit 5013c, the company conducting the study might be able to do it pro bono, I have reported this to them and they are considering that resolve.
 - b. We could pay the consulting fee and possibly get reimbursed in the city's next fiscal season when they have money to pay for it. We could just pay the fee and don't expect to recoup the cost.
 - c. We could pay the fee and ask that new members within the first 3 years pay a fee that will pay back the 1500+site insurance each year. This could amount to \$50-100 donation. We get 15-20 people and we have it made. If we only get 5-10 people, then someone still eats a big expense- likely me and M.
2. Take the complete package to the city council. I have a friend who is really stoked on paragliding in the park and will put in good words to his friends on the council. I have spoken with one city planner who is in support and will have conversation with other council members. DB has now taken a position as a pro advocate to the activities. Our big clinch is that if friends of Bidwell are opposed, they have the ear of many council members. Be very careful what you say and do as words can be twisted and shaped into something you did not intend.
3. J.: Does USHPA have money to help? A grant? A fund?

Now the question!- How many of you are willing to contribute to a fund to pay for the \$1500????- don't forget we also have \$250 for site insurance as well once we get the green light.

M and I swallowed our tongues last night with the thought of splitting the fee 50/50 but we are prepared to do it with the hope that we will get a new site opened. This is a gamble because we don't know that the city council will pass the request and over turn the law. I am going to pay the fee today or Monday.

I need to know via EMAIL ASAP who is willing to contribute how much. Your name will be anonymous. I will let everyone know when to stop contributing.

Cheers,
JS



Sent: Friday, May 02, 2008 11:27 AM
Subject: RE: Paragliding Bidwell Update

Hi J,

This sounds great.

It seems unlikely the study will find any problem.
An endangered plant or an archeological site are the most likely obstacles that would stop you, and that seems unlikely in a place like Bidwell, which has probably been studied already.

USHPA does not have any \$\$ to devote to this but the Foundation for Free Flight does.
Connie L or Mark F would be good contacts.

J

Sent: Friday, May 02, 2008 11:56 AM
Subject: RE: Paragliding Bidwell Update

Great J,

Could you pass on the info for contacts from the foundation for free flight you mentioned?

Thanks
JS

Sent: Wednesday, May 07, 2008 10:50 AM
Subject: Bidwell Park update May 7

Hello All,

Tuesday the Botanical study was performed on all the launch and landing sites in Bidwell Park. The result was that each launch and landing site is on top of largely invasive species (medusa head and star thistle) with little to no impact. There were no endangered species and very little native species due to the competition from the medusa head (looks like foxtails but is slightly different) At areas where I had avoided

due to green grasses- it was suggested that those areas are actually better than the thin soil areas I had chosen. Therefore, the report will reflect a 'negative declaration' which basically means no impacts from a botanical perspective. I was able to establish several additional landing and emergency landing zones as well. Julian's launch turned out to be slightly moved to a most optimal launch location with great grasses, thick soils, and smooth layout area- really great location. The attached KLM file shows the final array of launch and landing zones specified.

I have applied for a grant from the Foundation for Free Flight. The grant request is for 3400\$ to pay for the botanical study and a fish and game study (sprung on me at the last moment). Hope we get it. We have received a number of out of town donations to help with site insurance (300 to date). Couple these donations with what you local guys have offered up (hint hint) and we may be able to pull off getting the site insurance, site cards and stickers made, and contribute to the city funds for the study costs. If you guys want to donate- send to the address below and M will keep an accounting record for Bidwell Fliers.

Next step- City Council. We need the report from the studies, public comment period, and D's interpretation and report to the city.

I was up on the ridge all day yesterday assisting with the study. Birds where spiraling up in thermals all over the place to several thousand over. It was awesome. The upper fly area is really looking great.

Enjoy,
JS

Sent: Tuesday, June 24, 2008 2:09 PM
Subject: RE: Paragliding Bidwell Update

Hi J,

I hope all is well. D moved the meeting date for the city council to August 19. Can you reschedule?

Also, I have now been endorsed by a city council member which will take it to the mayor and other members for further endorsement. This is good. I will talk with the major this afternoon. M, city council member, is now an advocate and suggested that it shouldn't be a problem to get the law rewritten to allow paragliding under guidelines.

Hope you can still come on that date. Thanks
JS

Sent: Wednesday, June 25, 2008 1:31 PM
Subject: Bidwell- Meeting with the Major

Hi folks-

I have a meeting with the mayor on July 3rd at 8:00 a.m. regarding Bidwell Park. He is very interested but unclear about the entire proposal. He will be contacting M (city council member I met with and received endorsement) right now and reviewing the binder for a starting point to the meeting on the 3rd.

We are starting on a slope with A as he did fly hang gliders and apparently augured in somewhere down south- so he is skeptical to start but admitted to learning what Paragliding is all about. I did have a chance to discuss briefly the basics but not enough time for details. After a few minutes became warmer to the idea.

Will post results after the meeting. This will pretty much determine whether a law change even has a chance.

Happy Trails,

BP - 45

JS

From: js
Sent: Wednesday, June 25, 2008 7:54 PM
Subject: Foundation for Free Flight awarded grant to city of Chico

Hello crew

I am currently on the road but wanted to let all of you know that the Foundation for Free Flight has granted the city of Chico 3400\$ to cover expenses from our paragliding Bidwell park project.

I hope the city sees this gesture as a collaborative approach to users supporting city services as well as representing our coordinated interest in preserving our ability to explore sustainable recreation and free flight (non motorized flight). We are very thankful to the city and staff for their efforts to develop effective management plans for minimal impact user groups.

Thank you all and in particular The Foundation For Free Flight.

Cheers
JS

Letter: Paragliders could be a nuisance
Chico Enterprise-Record
Article Launched: 06/27/2008 12:09:31 AM PDT

When discussing whether paragliding should be allowed in upper park, the City Council members should address the following issues.

Paragliders flying overhead will negatively impact the natural viewshed, and will also detract from the feeling of solitude that many seek when going into remote areas of the park. In addition, paragliders are documented as spooking horses, which in some cases have caused serious accidents and injuries. In some places, paragliding is not allowed because of this conflict with equestrians.

Paragliders are also known to spook deer bedding down on upper slopes during the day. Elsewhere, where people care about protecting wildlife, they have been banned because of negative impacts on tree and ground nesting birds. Is the city willing to pay to conduct wildlife surveys every year throughout the park to ensure the paragliders' flight pattern are not causing birds to fly off from their nests, leaving their eggs and young vulnerable to the elements and predation?

Sites used for takeoff and landing will be trampled by paragliders and spectators alike. Paragliding forums even admit these sites have more non-native species and trash than they did before paragliding was allowed. Obviously, serious accidents can occur, judging by the numerous videos posted on You Tube.

J, Los Molinos

From: js
Sent: Monday, July 21, 2008 12:59 PM
Subject: Bidwell park Paragliding Site Update

Hello All!

Good news- it's official- Bidwell Park Paragliding has made it to the council agenda- Meeting Date- 9/2/08. This is the actual meeting with no push backs from here. Please try to attend. If you are a public speaker- Please develop or ask me for something to speak about. Voices will be

important as I am sure we will have some opposition at the meeting. Getting this item on the agenda required the approval and endorsement of one city council member and the mayor. They have met and informed the remaining council members of the activities and found the subject appropriate and plausible for approval.

Date: Tue, 2 Sep 2008 14:30:09 -0700

From: js

Subject: SFBAPG: Bidwell Park Paragliding council meeting TONIGHT at 6:30 in Chico, Ca

Hello fellow pilots!

Tonight is the official meeting for voting on the Bidwell Park Paragliding Site.

The Council will meet tonight, hear our testimony and that of any opposition, and make a vote as to whether to develop the site or bury it.

It will be broadcast on TV and live streamed via the internet at:

http://www.chico.ca.us/City_Council/Home_Page.asp

Our local area group has prepared materials for the meeting. Many thanks to all the people and organizations who have written letters in support and encouragement. All of those letters have been taken to the city and distributed to the council members.

Keep your fingers crossed and send positive thoughts our way,

I will post results either tonight or tomorrow.

Thanks to all,

J

Sent: Wednesday, September 03, 2008 10:20 AM

To: 'SF Bay Area Paragliding'

Subject: Re: SFBAPG: Bidwell Park Paragliding council meeting TONIGHT at 6:30 in Chico, Ca
HI folks-

Great news from Bidwell Park!!

YES!! The park was approved 6,0,1 no opponents. The council was very receptive but highly concerned about the environmental impact and seeing the report prior to final OK.

What's this mean- no flying until the environmental studies are done, the rules completed, the club registered and insurance finalized. With the councils approval last night comes authorization to proceed with the studies. We all understand what our impacts are and most of the council is concerned with footprint on the ground at take off and landing and the potential of nesting birds in the rim line. Most of the concern was from lack of knowledge and the need for education about our activities and the structure of the rule set. The Mayor is concerned about the self regulating nature of the club and that that club may have exclusive rights for a public use park. All of these things are easy to communicate and report on.

This also means that we need to raise more money.

Total funds generated= \$5475.00

Funds Needed= \$9750.00
Funds Remaining to generate= \$4275.00

List of studies remaining:
CEQA review total: \$6400.00
Fish and Game filing fees: \$1900.00
Potential bird nest study: \$1000.00
USHPA insurance startup: \$250.00
Misc. (stickers, printing): \$200.00
Total Needed: \$9750.00

These costs might improve but these numbers are likely.

Thanks to the Foundation for Free Flight for contributing \$3400.00 to get the process rolling. The Bay Area Paragliding Association members have contributed just under \$1000.00- A big thanks to a remote user group and great family of pilots.

Thanks so much for all who have contributed to get us this far!!!

So- moving forward has a list of tasks ahead. I am calling to meet with DB asap to paint a picture of what needs to be done specifically.

The environmental review is going to be launched. Here are my thoughts on the process:

Once the report is done, the public will officially comment. The comments will likely drive two site specific studies- botany study and bird nesting study. We have already done the botany study. I was quoted the nesting study to cost \$600-\$900. I took it as \$1000 to be safe. After that, mitigation measures are considered (placing rocks around the perimeter of the launch to denote the launch area and point of containment for the wear and tear type of stuff). Once the mitigation measures are in place and approved, then the city reviews the content and takes it through internal

affairs which ratifies the process and results. Then when we go back to the council- they see the final outcome of the study and all is good. I will be meeting with the local birding experts to get a better idea of what's protected and what can be done to mitigate- if any should exist.

Tasks at hand:

Finalize club standing with USHPA. Begin insurance process

Contact Butte Environmental Council, Sierra Club, and any other pertinent group, gain buy in for the final meeting. Don't want to blind side or alarm anyone according to a council person after the meeting adjourned in a local bar.

Determine final set of rules

Determine how to satisfy concern over self monitoring and club operated. Need site examples written into dialog and submitted to all council.

Raise \$ 4500

Any other things I missed?

Thanks to everyone for a wonderful show and presentation- you guys are awesome!!!

KUDO"S to all- WOW I'm soooo stoked!!!!

Jon Stallman

Message: 1

Date: Mon, 9 Mar 2009 13:08:37 -0700

To: "'SF Bay Area Paragliding'Message-ID:

Great info,

Yes- I walked all the sites with a city official yesterday- all the while I was drooling at how perfect the conditions were- large cue with south wind 10-15 on the rim. Birds everywhere. Ideal sky. High cloud bases all over the valley.

The big deal that happened last week was the relationship between the city and the airport/airspace. We entered a point of impass when the FAA would not launch a safety review study of the airspace within one of the areas due to our need to contact the tower via cell phone. All in all, we worked a deal to announce using air band frequency for all pilots in the airspace- then while we gain permission with that clause, we will shoot for the FAA study. We operate as part 103 and standard MO for entering a class D airspace

without a radio is via cell phone to the tower.
The upper zones, according to GPS measured yesterday, are 5.4 miles- which puts it outside the class D 5 mile radius. We will lay out that class D radius with GIS on a map. If one intends on going cross country they will have to contact the tower for permission to enter the airspace. Tower agrees that all is good. We have to confirm everything prior to going to the council. It's all very touchy but moving forward. Tentative council meeting for final approval and drafting is April 21- it might get delayed 2 weeks due to the public review process of the ER which received a negative declaration- no impacts and no mitigation needed. I am starting to think it's really going to happen.

Thanks

Jon

Date: Mon, 30 Mar 2009

From: "JonStallman"

Subject: SFBAPG: Bidwell Park- new flying site proposal

To: <sfbapg@lists.wildpackets.com>

Hello Fellow Bay Area Bird Brains,

As the world turns- someone from the city of Chico informed me at the last minute that paragliding was put on the agenda for tonight's meeting of the

Bidwell parks and playground commission. I rallied and attended at the last minute primarily to learn about the new members of the Bidwell Parks and Playground Commission members.

Wow- tonight's meeting really presented a lot of interesting questions as to the new disposition of the recently elected members of the parks and playground commission. The commission is far less friendly to recreation and far more into preservation. With that said, I state firmly, that the city council will decide as to whether to overturn the law and make paragliding legal, however the council may choose to direct the parks and playground commission to oversee the development of the rules and regulations for our activities. Now that the overwhelming majority is preservation minded and not conservation, they could choose to regulate but not prohibit us. This means that we have a good chance at flying in the park, but may have significant restrictions. I don't want to over-think this until it is played out.

There's your quick update to site development in Chico- the heat is on- City of Chico council meeting for final decision is scheduled for May 4. Environmental Review Report is in public review process now and closes in 20 days- want to support- now's the time.

Later Gators,

Jon

Date: Wed, 1 Apr 2009

From: "JonStallman"

Subject: SFBAPG: The official Bidwell Park Environmental Study
Released to Public

Cc: 'SF Bay Area Paragliding' <sfbapg@lists.wildpackets.com>

Hello All,

Those interested in the exact details and mapping of the proposed site in Bidwell Park can navigate to the city web site and down load the file (15mb) release on Monday for a 20 day public agency and public review and comment period. Lots of info..May 4 City Council meeting will determine the outcome.

<ftp://ftp.ci.chico.ca.us/>

Cheers,
Jon

Date: Tue, 2 Jun 2009 20:16:07 -0700

From: JonStallman

Subject: SFBAPG: Bidwell Park APPROVED

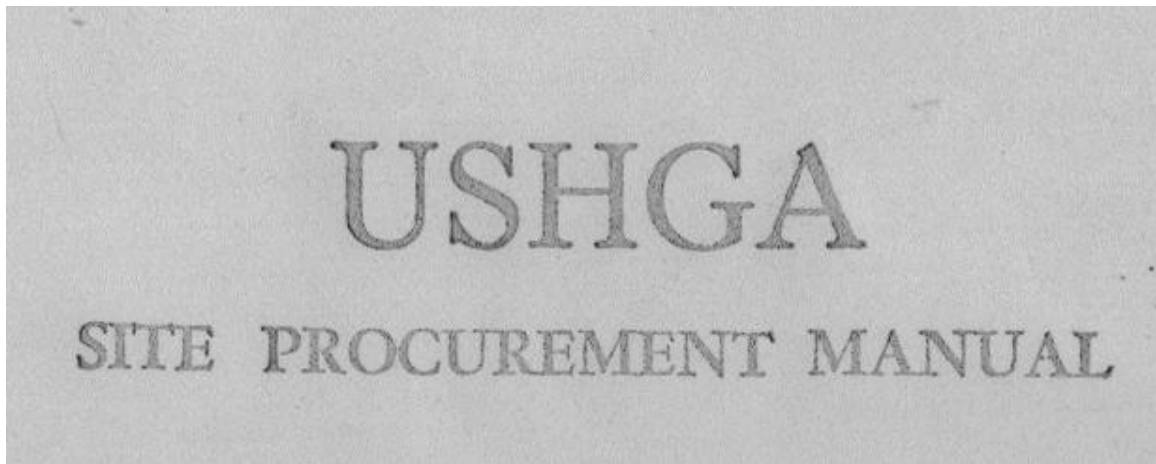
To: SF Bay Area Paragliding

At conclusion of the Chico City council meeting tonight... Bidwell Park is now an official NEW paragliding site.

Yahooooooooo

Jon Stallman

from



1990

Introduction
table of contents
Introduction to Section I
Mt Si (now closed)
Sandia

The Site Committee has a copy of the 1990 USHGA Site Procurement Manual. It's excellent. Unfortunately, it's several hundred pages and weighs 7 lbs, which has made distribution difficult.

The index and some introductory pages are reproduced here. Some of the material from the 1990 Manual is in the 2010 Manual.

If you want to see something from the 1990 Manual, call or e-mail the Site Committee and we'll try to help.

1990



United States Hang Gliding Assn., Inc.

P.O. Box 8300, Colorado Springs, Colorado 80933 (719) 632-8300 (719) 632-6417 FAX

For years USGHA members across the country have worked hard to gain legal access to flying sites. In the process, these volunteers have made great progress in their efforts. At the same time there have been many mistakes made.

The following material is designed to assist USHGA Chapters and individual members in the ongoing effort to acquire and retain flying sites. It is by no means complete, nor is it a comprehensive "formula." Obviously no two sites will follow the exact same process and each site has its unique problems and demands. For that reason we have included examples of site management issues from chapters who have had dealt with Federal, State, County, City, and private landowners.

We hope that you will make use of what's relevant and save the rest for a future occasion. It is our intention to continuously add to this manual as new material becomes available. We hope you, the users, will communicate, criticize, and send us your results both positive and negative so that we may continue to strengthen the package.

We want to emphasize that you have the whole USHGA behind you in your efforts. If you have problems, don't hesitate to call the USHGA office. Although we are less than experts in these matters, we would like you to know that someone is always available to assist in any way, as is our insurance agent, our Executive Director and staff. Call the office first and/or check with your Regional Director for help but please don't ever let a good site slip through your fingers if the going gets tough. Remember, it's important to all of us.

Sincerely,

Sandy King

Sandy King
Site Management Committee Chairperson

SITE MANAGEMENT MANUAL INDEX

INTRODUCTION

Dick Gammon; Oregon Hang Gliding Association

SECTION ONE: OPENING, MAINTAINING AND IMPROVING SITES

FEDERAL LANDOWNERS

Yosemite National Park

- Letter of Commendation from Park Ranger
- Letter from Gregg Lawless organizing support for reorganization or site to be closed
- Yosemite Hang Gliding Association Site Manual

Sandia Crest, NM United States Forest Service (Dept of Interior)

- Letter from Mark Mocho Re: History and negotiations that kept site open
- Special Use Permit

Capulin Mountain Natl Monument, NM National Park Service

- Hang Gliding Policy/Manual, Map and Use Permit - 9/27/78
- Letter from Ron Kenny to NPS Re: Closure of site - 9/4/85
- Response from NPS - 10/8/85
- Response from R. Kenny - ??/??/??
- Support Letter from USHGA - 5/1/86
- NPS Response to USHGA (Thanks but no thanks) - 6/9/86
- NPS Response to R. Kenny (Thanks but no thanks) - 9/9/86

Horse Canyon, Ca. U.S. Forest Service and U.S. Dept of Agriculture

- Letter from Descanso District Ranger Re: Construction of LZ - 9/23/83
- Environmental Assessment - No significant impact decision - 1/16/84
- Agreement for volunteer services special use application - 1/20/84

Obtaining right of ways on Public Lands Bureau of Land Mgmt (BLM)

- Dealing with BLM-Article from Hang Gliding Magazine
- BLM booklet
- Application for transportation and utility systems and facilities on Federal lands
- Letter to B. Betts from BLM Re: Hang Gliding as 'Casual Use' of land - 3/12/90
- USHGA Article - "Two More for Oregon"

Abert Rim, or Lakeview Ranger Dist. Freemont Natl Forest

- Letter from District Ranger proposing building a hang gliding site - 1/9/90
- Letter from Doug Hildreth to Dist. Ranger outlining 'Wish List' - 1/26/90
- Support letter from Mike King - 1/28/90
- Lake County Examiner newspaper article - 5/3/90
- Thank you letter from D. Hildreth for improvements at Black Gap Launch - 5/30/90
- Thank you letter from D. Hildreth to District Ranger for - 7/4/90
- Fly-In Lake County Examiner coverage of Hang Gliding Fest. - 7/20/90
- Thank you letter to D. Hildreth from U.S. Forest Service - 8/3/90

Airports/Federally Funded

- Legal Towing by Candace Smith, Mt. Shasta, Ca.
- Operations of Ultralight vehicles from airports

STATE LANDOWNERS

Mt. Laguna, Ca Cuyamaca State Park

- Adopt a Trail program - 8/12/89
- Letter from G. Lawless Re: Suspension of permit - 2/12/90
- Special Use Permit forms from State of CA Parks and Recreation Dept. - 5/1/90

Tiger Mountain, Wa

- Letter from C.J. Sturtevant history of negotiation with State Forest - 12/90
- Information on hang gliding from Tiger Mt. State Forest Management Plan -1986

COUNTY LANDOWNERS

Introduction by Russ Locke

Ed Levin Santa Clara County, Ca.

- County of Santa Clara Risk Analysis - 11/21/89
- Wings of Rogallo response to risk analysis - 12/6/89
- Speech prepared by R. Locke to present to Santa Clara County Board of Supervisors - 9/89
- Letter of Support from G. Lawless - 8/10/89
- Letter of Support from D. Betts - 8/10/89
- Letter of Support from NAA - 1/31/90
- Ed Levin Site Manual (signed by Santa Clara Parks & Rec) - 4/8/90

CITY LANDOWNERS

Discovery Park Seattle, Wa. (Parks & Recreation)

- Letter by Davis Straub Re: Excellent overview of issues what went wrong and what was learned - 2/14/89

Mt Utsayantha Stamford New York

- Letter from Matt Burgher to Village of Stamford requesting 'temporary use permit' (very good)

Ellenville New York

- Letter to Town of Wawarsing Planning Board from Southern New York Hang Gliding Association (SNYHGPA) by Attorney Robert Boolukos (very good) - 10/2/90
- Letter to FAA Eastern Region from SNYHGPA regarding air traffic problems - 4/1/90

Little Mountain Mount Vernon, Washington

- Letter to Recreation Director from Michael Lipscomb Washington State Law Re: Landowners liability -2/5/86
- Saving A Hang Gliding Site (Hang Gliding Magazine)
- Request to upgrade launch at site - 11/9/90

PRIVATE LANDOWNERS

Corporations

Mt. SI North Bend, Wa/Champion International Corp

- Site History from Carol Sturtevant
- Mt SI Key Holder Agreement
- Letter from Champion Corp with permit agreement for entrance on to land - 4/18/89
- Letter from NAA, supporting flying from Mt. Si. - 5/20/91

Dog Mountain Morton, Wa/Champion International Corp

- Site Plan Protocol, Monitoring and Pilot Agreement
- Copy of Purchase Agreement Attempt of Site; It failed but club leases site for \$1850 yearly - 4/9/87
- Dog Mountain Lease Agreement including Release of Liability Site Map - 5/6/88
- Cloud Base Country Club Key Sales Agreement for Site

Ellenville, NY

- LZ Agreement with landowner at Ellenville NY and SNYHGPA - 1989

PURCHASING A SITE

The Pulpit

- Article from Hang Gliding Magazine on the history of the purchase of this site by Capitol Hang Gliding Assoc and Maryland Hang Gliding Assoc. This does not include all of the paperwork that went on behind the scenes or a copy of the purchase agreement.

Ellenville, NY (Southern New York Hang Gliding Pilots Association)

- Survey Letter to landowner - 2/3/84
- Letter and sample purchase agreement to landowner from attorney Boolukos - 2/11/84

SECTION TWO: TOOLS

VIDEO RESOURCES (Not available at this time)

RISK ANALYSIS

- Kitty Hawk Kites underwriting risk analysis - 5/12/88
- Ed Levin liability safety program evaluation - 11/21/89

INSURANCE POLICIES AND INFORMATION

- 1983-1989 USHGA insurance claims record summary losses
- Insurance information on master policy - 6/91
- Letter to Park District from Dave Luken Re: Mission Ridge Ins. - 4/11/86
- Letter from G. Lawless to insurance broker Sedgwick James - 2/6/90

LAWS AND LEGAL INTERPRETATIONS

Laws

- California Assembly Bill #3177 To change Section 846 of Civil Code to add hang gliding to list of recreational uses.
- Washington State Law Section 4.24.210 Re: Liability of owners or others in possession of land and water areas for injuries to recreational users
- Colorado State Law Senate Bill 90-80 Re: Limitations on liability in connection with sport of skiing.
- Colorado State Law Senate Bill 90-84 Re: Limitation of civil liberty to participants engaged in equine activities
- 1987 Colorado State Law Re: Owners of recreational areas/liability
- 1987/1988 Connecticut State Law Re: Liability of landowners
- Oregon State Law Re: Public Recreational use of private lands
- Massachusetts State Law Re: Public rec. use of private lands
- Wisconsin State Law

Legal Interpretations

- Dept of Justice Salem Or. Attorney Generals Office Re: Hang Gliding as a recreational sport - 12/16/82
- Express Assumption of Risk/Sports Risk Release of Liability, Hulsey vs. Elsinore Parachute Center - 6/20/85
- Mt. Diablo Launch site package by Attny Dick Cassetta includes California Civil Code 846, Liability coverage, release of liability waiver, and statistics and hang gliding safety - 6/2/86
- Landowner Liability, Hang Gliding and California Civil Code 846 By Attny Larry Ainbinder - 6/30/89

- Civil Code of California Section 846 Landowner Liability if land is leased from landowner - 7/6/89

Waivers

- Article By Timothy Herr Re: Effectiveness of waivers and releases limiting landowners liability in recreational sporting accidents
- Article by Timothy Herr Re: The Law, Sites and Hang Glider Pilots

Examples of Waivers

- Torrey Pines Glider Port
- Rogue Valley Hang Gliding Association
- Mt Diablo/Mission Peak/Ed Levin
- Mt Greylock, Mt Prospect, Mt Holyoke, Massachusetts
- Skinner State Park, Massachusetts

Accident Statistics

- Risk Comparison Fatality Table - 10/31/89
- Information submitted D. Hildreth - 3/91

Site Rules

- Telluride hang gliding rules
- Lakeview or/USFS hang gliding brochure
- Walts Point (Owens Valley, Horseshoe Meadows)
- Yosemite National Park
- Torrey Pines
- Ed Levin Comprehensive Site Manual
- Ed Levin Hang Gliding Site Procedures (WOR)
- Woodrat Mountain
- Fort Funston, Ca.
- Woodrat Mountain, or Site Protocol

Letters of Support

- Draft Format Request for Letter from NAA
- Letter from NAA re:Seacliff, Manresa and Sunset Beach
- Letter from NAA re:ARSA Design Study, Eugene, Or.
- Dept. of Water Resources to J. Greblo - 4/11/89
- Letter from FAA to Los Angeles County Supervisors - 5/1/89
- BLM Letter to Rogue Valley HGA - 2/14/84
- BLM Letter to Rogue Valley HGA - 12/26/85
- Mayoral Proclamation from Chattanooga, Tn. - 4/16/88

SECTION THREE: PRESENTATIONS

PRESENTATION PACKET FOR LANDOWNERS

- Copy of New Pilot Hang Gliding Magazine
- USHGA Information Handbook
- Letter from Yosemite National Park - 6/18/90

- Letter from Private Landowner to Rogue Valley HGA
- Insurance
- USHGA Hang Gliding Organization Directory
- List of USHGA insured sites
- USHGA Welcome To Hang Gliding Pamphlet
- Lakeview Oregon Hang Gliding Pamphlet
- USHGA Pilot Demographics
- USHGA Board of Directors Listing

1990

SECTION 1

Opening, maintaining and improving sites is extremely important to our future flying efforts. This section includes documentation of the efforts made by several chapters and individuals who have attempted to open, and/or re-open sites.

This section addresses all types of landowners from Federal (National Parks, BLM etc) down to private individuals. Included are letters of introduction, special use permits required by various landowners, letters of support, articles written on how to deal with landowners and other pieces of work which we felt would be valuable resources. There are 4-5 basic principles that seem to dominate the successful efforts. They are as follows:

First, pilots who are part of an established organization, duly registered as an association or corporation that operates locally will be listened to more closely than a group of individuals with no local affiliation.

Second, pilots should keep in mind that in general, landowners (and especially public agencies) are reluctant to make decisions about allowing activities that are new, dangerous, risky, or that will return nothing to either themselves or their agency.

Third, most landowners and especially bureaucrats love written plans that discuss the pros and cons of a project, as well as goals, objectives and costs. Everything costs money, (or involves resources) and pilots should look carefully at the needs of the landowner involved. If they can identify methods to minimize the cost and liability to the landowner, they will be a step ahead in the process. Pilots should also develop a plan to control the site, police it, and have a reporting system that keeps all interested parties informed.

Fourth, pilots should find someone on their side with a sales or marketing background to help develop a plan to "sell" their ideas to the landowners. By finding benefits in their project for the landowners, the agencies, and/or the general public, pilots will be halfway home to getting their site approved. Getting approval for a hang gliding site involves a number of meetings. In the case of bureaucrats, if a single bureaucrat is personally sold on the idea of opening a site, he or she will find it easier to justify the idea to others in the bureaucratic process. By having a number of benefits already identified, pilots help the bureaucrat push the project through the various committees to final approval. Some ideas we have used include economic development, positive publicity, and appealing to the fact that other special interest groups are using a site (dune buggies, climbers, campers, motorcyclists, etc.).

Finally, pilots should select one or two members from their organization who can effectively articulate the needs of the group to represent them in face to face meetings with the landowner. They should find out who is the decision maker, then arrange a meeting

1990

and present themselves in a professional manner as representatives of a group that has earned the right to fly from or land on the property in question. Keep discussions positive, be willing to negotiate terms, donate labor and materials, and if need be, enter a trial period of flying to demonstrate responsibility. It is not wise to initially have large groups storm a meeting because it gives the impression that force is needed to move the agency. Tact is usually more effective in the long run.

Opening a new site on private or public lands requires patience, tact, homework, and lots of time and effort. Pilots should be prepared to work for one or two YEARS to open a site. Maintaining the status quo is much easier for a landowner than embarking on a new project that involves a possible injury, loss of life, lawsuits, and unknown expense. Pilots who cultivate associations with local politicians such as mayors, commissioners, state senators and private landowners before the need to work with them arises will be several steps ahead when negotiations begin.

Two final thoughts: Keep the process as simple as possible, and ask "What's in it for the landowner?" If local flyers ask themselves the hard questions first, then find answers or solutions, they will ease the process. Keep a project simple, don't volunteer to build a mile of road, grandstands, and restrooms, then find that you don't have the resources to carry out your promises. Work with the landowner. Find out what they already have in terms of liability insurance, development plans, legal limitations on access, wildlife or land use concerns and other requests for use of the same area. Pilots may even be able to enlist the aid of other special interest groups to gain access to an area.

These are only general guidelines to opening a site for hang gliding. Pilots will find that the requirements for gaining permission to fly or land at each site varies just as the methods to work with specific agencies vary. Personalities are involved and the politics typically change with each administration/ownership. This is an important point to remember if you fail in your first attempt...wait until after the next election then try again! By using these general principles, pilots will be able to tailor a "marketing plan" for any site in the world, then "sell" it to the landowner or bureaucrats who must "buy" the plan, before they reach success.

Blue NE
WA
January 27, 1990

San Diego, CA 92115

RE: USHGA Site Management Manual

Dear [redacted],

[redacted], our regional director, gave me a copy of your letter asking for information on how our club succeeded retaining access to a jeopardized site. In brief, here's the story of Mt. Si, a 4000' MSL site located in North Bend, WA.

Late in the summer every year, most of our mountain sites are closed for fire danger. Some are gated and locked, others are simply posted. Mt. Si is always posted beginning about the middle of August, and sometimes the beat-up old gate has been locked. When the rains begin, usually in mid-October, the road is once again accessible and we are able to fly until snow closes the road in Nov. or Dec.

In the fall of 1988 the usual fire closure postings appeared, along with a new, much more serious gate. When the gate remained locked, even after several weeks of hard rain, we realized that some changes had been made concerning access to Mt. Si. There was no indication of who had installed the gate, so the 3 pilots who live in North Bend began to make some inquiries locally, trying to find out who to contact about getting access. After numerous phone calls to the forest service, Weyerhaeuser, and the Department of Natural Resources, we learned that the gate had been installed at the request of land owners on the mountain. Apparently their mining equipment, left at the site of their claims, was being vandalized and they had asked the DNR to keep the gate locked.

The DNR was unwilling to allow the hang glider pilots access. They told us we'd have to obtain permission from the land owners if we wanted access. They would not, however, give us the names of the land owners. they said they did not have that information, but that seems unlikely. It took us several months to find out just who we had to contact on this one. The DNR was at this time establishing a citizens advisory committee concerning a newly-funded Mt. Si Conservation Area, and I (CBCC chairman and one of the NB pilots) joined the committee in hopes of getting some information from people familiar with and interested in recreational uses of Mt. Si.

Eventually, through a series of lucky breaks, we determined that the other locks on the gate (besides the DNR's) belonged to Champion International and Weyerhaeuser. We were in luck with Champion - Cloudbase Country Club already had a lease agreement with them for use of Dog Mt., so our reputation for considerate use of the land and self-regulation was already established. After a bit of negotiating on the terms of the use agreement, Champion sent us a key, and we once again had access to the property.

We were fortunate to be able to work through Champion. For some reason, the DNR has not been particularly accepting of hang gliding activities on Mt. Si. My joining the citizens advisory committee turned out to be a beneficial move. In the spring of 1989, the committee planned an all-day field trip to show off the mountain's recreational potential to the local politicians. The committee head decided that lunch on launch would be a great culminating activity; we could watch several pilots take off before heading back to explore some of the lower sections of the mountain. This was great PR; the day was perfect for flying, and the 45 guests (many of whom had never been up on Mt. Si and none of whom had ever seen a hang glider being assembled) were delighted with the view, and the willingness of the pilots to share the excitement of their sport.

The field trip schedule called for us to leave the lunch area at 1:00. Normally Si doesn't get "good" until about 3, but there were launchable cycles and all 4 pilots got off easily by 12:45. None got above launch, unfortunately - we were hoping for a bird's eye photo of the 10 4x4's and the tableclothed card tables. Everyone - some 50 of us! - sat on the edge of the hill, looking down at the pilots circling below and out over the valley. And then, to the amazement of all, the pilots seemed to be getting closer to us! The trip leader signalled the end of the lunch stop, but no one moved. He blew the whistle, and walked around trying to herd his guests into the trucks; no one went willingly, but finally everyone loaded up and we headed down.

We took over an hour getting down, and our last stop of the afternoon was at an area right next to the landing zone. These folks were amazed - and delighted! - to see one pilot still circling over the valley. He came down and landed just as we arrived at the LZ - perfect timing!

Our committee received several "thank you's" from those who participated in this field trip, and most all mentioned the hang gliding as being the highlight of the day. The committee members were equally impressed - most of them admitted to thinking we all had to be suicidal crazies to run off the side of the mountain, and some had been concerned that we would somehow have a negative impact on the mountain environment. After the event they all agreed that hang


gliding should be included as an appropriate recreational use of Mt. Si, and have encouraged the parks department to consider including a hang gliding landing area in a North Bend parks development presently under consideration.

Enclosed is a copy of our use agreement with Champion, and the letters we exchanged. A lot of the preliminary work was done via telephone. The key system is not working perfectly smoothly - there are 3 locks on the gate, and sometimes they are not properly re-locked, preventing our access. The DNR is still somewhat cold towards our activities, but that seems to be changing. We've volunteered our services for some DNR trail maintenance projects on Mt. Si this spring, and hopefully that will improve our relationship.

The access road was severely washed out during the serious flooding earlier this month. Although the launch area is buried under several feet of snow at this point, we're going to try to convince DNR and Champion to repair the washed out area (at the base of the mt.) before the spring flying season begins in late May.

I suspect this is more info than you really wanted. I hope you can sift through it all and find something useful.

Sincerely,





Sandia Soaring Association
P.O. Box 14571
Albuquerque, New Mexico 87191

November 5, 1990

Dear _____,

At the Board Meeting in Washington, DC, your committee charged me with the task of providing some items for the Site Management Guide, along with a history of our efforts to open and maintain the Sandia Mountains as a hang gliding site. Enclosed, you will find a site description, an entry for a Site Guide, a copy of our Forest Service Permit and Intersite Dedication in the Electronic Site Plan. What follows is a brief history of hang gliding at Sandia and the methods used to establish the sport locally.

Back in 1972, the first flight was made from the Sandias. The Forest Service never suggested a rule banning hang gliding even then. Soon after, one of the most influential men in Albuquerque started to fly hang gliders. His name was Ben Abruzzo, and was a world renowned balloonist and adventurer. Ben and his partners had established the Sandia Peak ski area and had built the world's longest aerial Tramway to provide service to the top of the mountain. Both ventures operate under Forest Service permits.

Ben and his sons and friends started using the Tramway to haul their gliders to Sandia Peak. The Forest Service never said anything, and as a result, tacit approval of hang gliding was pretty much given by the local USFS office. Meanwhile, a mile and a half away, at Sandia Crest, other members of the hang gliding community were flying from a perfectly shaped natural ramp among the TV and radio towers.

The situation stayed like that until mid 1979, when one of the radio stations started to build right next to the Crest ramp. When they were done, the building had shortened our ramp by about 50%. We formed the Sandia Soaring Association to try to get the money for extending the ramp and halting further encroachment. The Forest Service recognized us, issued a permit and we went ahead and fixed the ramp.

The next year, another major problem arose. A second building went in right next to the last one, and access to the ramp was really hindered. Not only that, but the airflow in front of the new structure made the wind blow down the ramp in anything over a ten MPH breeze. Not exactly a safe situation, to say the least.

We documented all of this, using film and long streamers, and showed it to the USFS. They saw the problem immediately, and suggested that we contact the broadcasters involved and ask for money to build a retaining wall and a new ramp. We estimated \$3,500 for the materials, but the TV and radio stations refused. The Forest Service told us to be patient. When the permit requests for the stations were due to be submitted, they were denied, since the USFS would not allow our permitted access to be interfered with.

The stations got in touch with us quickly, since their equipment was sitting idle. They offered to give us the money for the wall and ramp, but we were unsure at this time as to our ability to construct the type of structure the Forest Service and stations demanded. There was some hesitation when their engineer came back with a \$15,000 estimate.

Meanwhile, our launch was still unusable, so Mark Ostrower (the SSA President) asked the USFS if we could just move down the ridge a hundred feet or so to a clearer area and build a ramp there. We got permission to clear some trees and use the gravel quarry that was providing the rock for the Crest road repaving project. The radio stations came up with several thousand dollars for the club, more than enough to cover initial costs.

That winter (1980-81), storms dumped lots of snow up there, and the wind sculpted it into a fifteen foot high drift across the access road. The USFS had to bring in a bulldozer to keep the road clear, and in the spring, we were told to fix the problem. We used the money left over from the radio stations to purchase the materials (250 railroad ties) to build a retaining wall. We pushed the huge mound of dirt over the edge and shaped it into a new, lower ramp. It's not perfect, but it's not bad. The USFS was satisfied, and the radio stations were happy to avoid the construction problem. Also, we are no longer in proximity to their buildings, so the problem is unlikely to reoccur.

Our relationship with the USFS has been pretty benign, since they see us as a valid use of Forest Service property. We don't have much environmental impact, and we pick up our trash. The only thing they require of us is to avoid a peregrine falcon nesting area during the summer by maintaining at least 1,000 ft. over the area. This is not a problem.

In their latest version of the Sandia Crest Electronic Site Plan (12/8/89) we are referred to in this manner:

"Special Intersite Dedication--Hang Glider Launch Site:

Portions of grids 11p, 12o and 12p have been dedicated to Sandia Soaring Association (SSA) for their exclusive use as hang glider launch site. THIS AREA IS NOT AVAILABLE FOR ELECTRONIC COMMUNICATIONS DEVELOPMENT. SSA responsibilities are as follow:

Construction, maintenance and regular cleanup of area.
Maintain free traffic flow on access road for other users.

Park vehicles in Crest parking lot.
Assure flier and invited spectator adherence to safety rules."

We have to provide site insurance, but the USHGA policy is sufficient. We also must escort all visitors, since the site is off limits to the public. There is a lot of radiated energy up there (some transmitters are in the megawatt range). Our permit costs \$50.00 per year, but will probably increase in 1991. The USFS has gotten requests to deny our permit in favor of a new transmitter, but apparently, we've got the site for now.

Sandia Peak is a different situation. We are flying there only because the late Ben Abruzzo established it, and we have George Boyden still flying. George is the Maintenance Department manager and Ben gave him the responsibility for overseeing the pilots and eliminating any problems. As a result, the Peak is strictly controlled by the pilots themselves, and inadequate skills, poor judgement or rude behavior will get you kicked off the Peak list in a flash. I mean, a fifteen minute, \$6.00 ride on a cable car takes you to the top of a 4,000 foot mountain with a bar and restaurant on top. We'll do anything to keep that privilege!

We operate off the Sandia Peak Ski and Tram Co. permit over there, so the USFS deals directly with them. As long as we keep our nose clean with the Tram, we're set. Both the Peak and Crest launches are covered under the single USHGA Site Insurance Policy, and that, more than anything, keeps us flying there. When the policy lapsed a few years ago, we lost both sites instantly.

About the only other thing that affects our dealings with the Tram and USFS is the rather strict Guide Pilot system. From the earliest days at the Tram, visiting pilots had to go up and fly with a pilot authorized to escort anyone unfamiliar with the site. Over the years, the Guide system evolved into a formal set of requirements, since the pilots flying in the early 1970's have mostly given up the sport. The Tram is satisfied that the system maintains a high level of pilot ability and ensures that all visiting pilots are familiar with the landing areas, weather conditions and hazards present on any given day. I am sure that the system has contributed greatly to the outstanding safety record at Sandia Peak. Since 1973, only one fatality from the Peak has occurred, and that was an accident in the landing area.

When the Sandia Soaring Association was established, the USFS asked us to utilize the same Guide system at the Crest. We have done so, although we have relaxed the requirements slightly to allow our local Intermediate pilots access to the Sandias under certain conditions. This program is not available to Intermediate pilots from other areas. Out of town pilots must have a current USHGA Advanced rating and be accompanied by a Guide pilot. These are exactly the same standards required to fly Telluride and other demanding Rocky Mountain sites.

We have a free hand in the operation of the Crest under the USFS permit. The only thing that we worry about is the clause which

says, "This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service." Most of the other conditions are no problem, but this one is the one that could do us in. A little bit of outlaw activity and a few stupid accidents could eliminate flying in Albuquerque, hence the strict Guide system.

Due to the rugged, rocky terrain and the long distance to safe and legal landing areas, paragliding (Class 3) is not permitted here. One experienced paraglider pilot did launch from the mountain in 1989, but failed to make it out of the Wilderness area and broke his ankle. And this was on a light wind, early morning flight. As a result, the Sandia Soaring Association will not allow Class 3 gliders to operate on our permit. The risks are too high for the pilots and our Association. Also, the Wilderness is off limits to any hang glider (Class 1,2 or 3), with violators subject to equipment confiscation and a \$400 fine from the USFS.

The airspace we use borders the control zone around Albuquerque International Airport, and in 1987, the existing Terminal Radar Service Area (TRSA) was upgraded to an Airport Radar Service Area (ARSA), with a large increase in affected airspace. We contacted the local FAA office and told them we were worried about being able to fly legally. We had already been considered in their plans, even before we got in touch with them. They chopped out a huge section of the ARSA so we could fly! About 20% of what should be controlled airspace, with encoding altimeters and radio communication with the tower required, is VFR territory. It shows like that on the sectional, with a hang glider symbol. I guess the FAA likes us.

_____, I hope this information will be useful to you. We've put a lot of work into this site, and we've learned a lot about how to keep it. Some visiting pilots don't like the way it's run, but if we lose it, they aren't going to care. Considering the number of sites that close for reasons ranging from safety violations to just rude behavior, I think our system is a more logical method.

Sincerely,



SSA Secretary
USHGA Region Director