

DOG MOUNTAIN APPLICATION AND WAIVER

Dog Mountain is owned by Port Blakley Tree Farms LP, a timber concern. It is currently leased by Cloudbase Country Club for the purpose of conducting hang gliding activities. Therefore, Cloudbase Country Club is obligated to promote and maintain safe and responsible usage of this unique and beautiful site. The following is a list of requirements and recommendations:

1. Every hang glider pilot, paraglider pilot, or student pilot flying from Dog Mountain must be a member of The United States Hang Gliding and Paragliding Association, (hereinafter called "USHPA") and must possess a current USHPA rating card. The pilot shall have current USHPA Insurance and have a current Dog Mountain helmet sticker.
2. Helmets, parachutes and harnesses are required. Hang gliders, paragliders, helmets, parachutes and harnesses must be well maintained and in functioning and air-worthy condition.
3. USHPA and Federal Aviation Administration (hereinafter called "F.A.A."), regulations and guidelines are to be followed.
4. A hang glider pilot with a USHPA Beginner rating may fly a hang glider only with the assistance of their USHPA rated Instructor. The instructor must be present, and such flights shall be for instructional purposes only, and are to be carefully monitored.
5. A hang glider pilot with a USHPA H2 rating, flying a hang glider, is not required to have his or her Instructor present. However, the pilot must have a "Sponsor". A Sponsor is a pilot possessing a USHPA rating of intermediate or higher, The Sponsor shall accompany the Novice rated pilot to the launch, and assist the pilot during launch. A Sponsor shall supervise the Novice rated pilot and should not allow the pilot to launch unassisted.
6. A pilot flying a paraglider from Dog Mountain shall have an INT (Para-3) or higher paraglider rating. A maximum of 5 paragliders shall occupy the airspace within 1/2 statute mile of Dog Mountain at any time.
Paragliders must yield the soaring face of Dog Mt. to tandem hang gliders and H2 (student hang gliders).
Tandem paragliding and paragliding instruction of P1 and P2 is prohibited at Dog Mt.
7. **Keys to the locked Dog Mountain entrance gate are available to pilots with a USHPA rating of Intermediate or higher. Keys are not transferable, and are not to be loaned or duplicated. Keys are subject to revocation if deemed necessary by the Dog Mountain Committee or by the Cloudbase Country Club. A key holder shall verify that the pilots they allow through the gate are current USHPA members and have signed a current Dog Mountain waiver.**
8. Spectators and non-USHPA pilots shall not be allowed past the gate due to liability reasons. Only USHPA members, designated launch crew and persons in the retrieval vehicle may accompany the pilot through the gate. **(See additional information and agreement on the 2nd page of this document.)**
9. Tandem flying will be conducted in accordance with current USHPA and F.A.A. regulations and exemptions.
10. No pilot shall fly in a manner that endangers persons or property on top of Dog Mountain. This includes "strafing" the top of Dog Mountain.

AFFIRMATION OF UNITED STATES HANG GLIDING AND PARAGLIDING ASSOCIATION RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT AND ACKNOWLEDGMENT OF APPLICABILITY TO USHPA CHAPTER

Flight Under FAA Regulation "Part 103 is based on the assumption that any individual who elects to fly an ultralight vehicle has assessed the dangers involved and assumes personal responsibility for his/her safety". FAA AC-103-7

In consideration of being allowed to use the facilities and participate in the sport of hang gliding or paragliding and other activities (collectively the "Activities") provided by CLOUDBASE COUNTRY CLUB (the "**USHPA Chapter**"), I hereby reaffirm the United States Hang Gliding And Paragliding Association ("**USHPA**") Release, Waiver and Assumption of Risk Agreement (the "**USHPA Release**") previously signed by me and acknowledge that it is applicable to my participation in any and all **Activities** of the **USHPA Chapter**. Each of the terms, including the definitions, of the **USHPA Release** are hereby incorporated by reference as though fully set forth in this affirmation.

I specifically acknowledge that the following persons, including their owners, officers, directors, managers, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees, are also **RELEASED PARTIES** as that term is used in the **USHPA Release**:

CLOUDBASE COUNTRY CLUB and each of its members, agents, volunteers, officers, directors, and managers; PORT BLAKELY TREE FARMS LP dba PORT BLAKELY US FORESTRY; TACOMA PUBLIC UTILITIES; and the WASHINGTON DEPARTMENT OF FISH AND WILDLIFE.

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**. Rather, it is made to give assurance to those listed here that they are included within the scope of the definition of **RELEASED PARTIES** in the **USHPA Release**.

This affirmation in no way limits or narrows the terms or scope of the **USHPA Release** previously signed by me.

I HAVE READ THE DOG MOUNTAIN RULES AND THE RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT.
I FULLY UNDERSTAND, AND AGREE TO ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL. (All 2 pages of this document)

First	Last	PARA or HG (circle) Rating:	
Address City & State		Zip	Phone:
Email:		Emergency Contact Phone	
Pilot Signature:		Date:	
USHPA# and expiration date:			
CBCC Membership Options <i>Checks payable to: CBCC</i>	Annual CBCC Voting Member (No Dog) \$25 / \$10 Family Member	Annual CBCC Voting Member + Dog Mountain Access \$75	1 Month CBCC Dog Mt Traveling Visitor \$25

(please circle one)

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Agreement concerning drivers and spectators:

Dog Mt. Key Holders and USHPA members are responsible for the safety and appropriate behavior of ALL individuals their key provides access to in gated areas. Drivers and spectators who are not USHPA members and / or have not signed USHPA waivers must be instructed to stay clear of gliders at all times. Appropriate spectator areas during hang glider launch operations are either inside the gravel loop or an equivalent minimal distance to the side of the launch in use. During paraglider operations, additional distance allowances must be made to ensure spectators will be clear of collapsing wings. In high wind situations, non-USHPA members should stay completely clear of launch operations and be advised that both piloted and unattended gliders could impact the launch area in an uncontrolled manner. (By Signing below you agree to the conditions regarding the safety of non-USHPA Members at Dog Mt.)

X

Pilot Signature / USHPA# and date.

Agreement concerning bald eagle habitat and hang gliding and paragliding at Dog Mountain, between The Washington Department of Wildlife, Port Blakely, the Cloudbase Country Club, and the individual pilot named below:

1. Dog Patch is open for hang glider and paraglider landings.
 2. All hang glider and paraglider pilots, (hereinafter called "pilots"), approaching a landing at Dog Patch shall do so from the lake side and make their downwind approach on the north side of the landing area, farthest away from the bald eagle's nest tree. They shall stay far to the West of the 100 (dike) road.
 3. The north field is open for hang glider and paraglider landings. 4. Pilots heading to the north landing field shall stay outside the no-fly zone as defined below.
 5. Pilots shall not "harm or harass" bald eagles as described by the U.S. Endangered Species Act and by the U.S. Bald and Golden Eagle Protection Act. All pilots shall be held responsible for their actions as individuals.
 6. A no-fly zone hemisphere of 1200 foot radius is designated around the bald eagle nesting tree (see maps) for the time period of February 1st through May 1st. if there is no nest building activity, and through August 15th if there is nest building activity. There shall be no restrictions after May 1st if there has been no nest building activity or nest use as determined by The Washington Dept. of Wildlife (hereinafter called "W.D.F.W."). There shall be no restriction between August 15th and February 1st.
 7. Pilots shall not approach any active eagles nest from the ground and shall report to the local W.D.F.W office any on-the-ground activity near any active eagle's nest. The W.D.W. phone number is (206)496-8223.
 8. Cloudbase Country Club shall report violations of this agreement to W.D.F.W. and shall discipline, using United States Hang Gliding Association procedures, any pilot found violating the conditions of this agreement. U.S.H.P.A disciplinary procedures include exclusion from using the Dog Mountain Launch and loss of USHPA rating.
 9. Dog Mountain launch is only open to those pilots who have signed this agreement.
 10. Failure to adhere to these site regulations will substantially affect our ability to maintain our lease with Port Blakely of Dog Mountain Launch. If you do not follow these regulations, then the entire hang gliding community risks losing this site.
- I will strictly adhere to all the conditions of the agreement and will not fly within the no-fly zone around the possible eagle's nesting tree.

X

Pilot Signature / USHPA# and date.