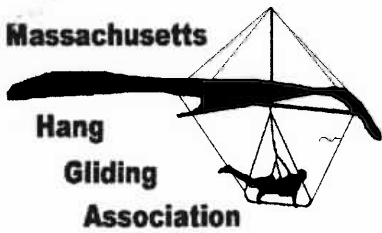


Massachusetts



Hang
Gliding
Association

PO Box 1549
North Adams MA 01247

Saturday, 28 March 1998

Office on 28M
BUSINESS CARDS

Talking points

Michael Smyth - Skinner State Park

Mark Droy - (H) 256-3487 (W) 587-2211

- ADVISORY COMMITTEE MEETING
- 3RD TRAVEL DAY
APRIL 16 NOTE,
7PM

- 1) New pages for log book
 - a) Location of log book
 - b) old pages and waivers
 - c) new USHGA cards
- 2) Summary of last year(s) activity
 - a) Paragliding
- 3) Trail work by MHGA
 - a) Centennial Events
- 4) National events-
 - a) Waiver
 - b) Participant Insurance
 - c) New organizations and rating systems

4) State requirements (MHGA should prepare a briefing paper) ✓

- a) ratings, insurance, both?
- b) would State be comfortable with waiver including self-certification of skills and insurance?
- c) Newer rating systems may mirror FAA - either "Student" or "Pilot". Present levels of expertise go from Beginner to Master, with Hang Glider and Paraglider craft, then foot launch and tow launch and other signoffs...
- d) How to handle cross country flights.

5) Communications - Park radio frequencies

- a) USHGA on business band
- b) Channel A = 151.625
- c) Channel B = 151.925
- d) Channel C = 151.955

Administering HANG GLIDING and PARAGLIDING at
Mt Holyoke

Forms and Materials:

This 3-ring binder containing:

- Hang Gliding/Paragliding Permit Forms
- Daily Sign-in Sheet
- Standard Operating Procedures information sheet
(with Contact Information on reverse side)

Hang Gliding/Paragliding Pilots will have:

- U.S. Hang Gliding Association (USHGA) Membership Card
(and if under 18, written permission of parent/guardian)

Procedures:

Yearly:

- Each pilot will complete a PERMIT Form, which contains a waiver. It must be signed.
 - The Permit number will be the same as the pilot's USHGA membership number.
- Check the USHGA Card to verify:

Name

Rating - Must be HG or PG,
Intermediate, Advanced,
or Master. A
Novice must have a Sponsor.

USHGA (permit) Number

Appointments- if a Sponsor

Expiration date

- Note- USHGA cards have been changing - they may be white or yellow laminated or the newer yellow Tyvek.
- As authorized by the Park Supervisor, sign the Permit as Park Representative, and file it in the 3-ring binder in order of permit number
- Have the pilot sign the daily log.

Daily:

- The pilot must register once per day on the DAILY SIGN-IN SHEET in the 3-ring binder. The pilot should produce a current USHGA membership card.
- The existence of a Permit can be verified by looking it up in the Permit section. They are filed in order of Permit number, which is the same as the USHGA membership number.
- If the rating is *Novice*, the pilot must be accompanied by a Region 8 (New England) Examiner, Observer, Advanced Instructor. These Appointments will be noted on the Sponsor's USHGA card.

STANDARD OPERATING PROCEDURES
For HANG GLIDING and PARAGLIDING at
Mt Greylock, Mt Prospect, and Mt Holyoke

Minimum Rating Requirements:

	<u>Mt Greylock</u>	<u>Mt Prospect</u>	<u>Mt Holyoke</u>
Hang Gliding:	USHGA Advanced (Hang 4) or Sponsored USHGA Intermediate (3)*	USHGA Advanced (Hang 4) ONLY	USHGA Intermediate (Hang 3) or Sponsored USHGA Novice (2)*
Paragliding:	Same	No paragliding	USHGA Intermediate 3 or Advanced(4) ONLY

*For information regarding *sponsored* flying, see "State Regulations for Hang Gliding", also in this site log. Sponsors endanger their own rating/appointment through careless or frivolous exercise of their discretion.

Procedures:

Yearly:

Each pilot is required to complete a PERMIT Form. The permit contains a waiver which must be signed and authorized. The permit stays in the site log book and will EXPIRE with your USHGA membership if you let it lapse. The permit must be renewed annually.

Daily:

With each visit, a pilot must register on the DAILY SIGN-IN SHEET in the site log. You should have your USHGA Card and a Positive ID with you. Park personnel may ask you to produce your credentials at any time. If you are under 18 years old, you will need a signed waiver from a parent or legal guardian.

Site log locations are:

Mt Greylock/Mt Prospect : Bascom Lodge, atop Mt Greylock

Mt Holyoke :

At the Gate on busy weekends, otherwise Maintenance office at the Half-way area or Summit House.

General Guidance:

No Pilot shall fly without current USHGA membership/insurance, and a valid Permit. Each pilot must read, be familiar with, and follow the **park rules, USHGA Basic Safety Regulations (Part 100), and the State Regulations for Hang Gliding.** Fly with a local pilot if you are unsure of launch and landing areas. **No top landings are permitted.**

Contact Information and State Regulations

Phone numbers:

EMERGENCY:

911

Hang Gliding:

Massachusetts Hang Gliding Association

P.O. Box 1549, North Adams, MA 01247

Brooks Ellison

John Gavriel

Mark Droy

Jack Hannus

Paragliding:

New England Paragliding Club

PO Box 390384, Cambridge, MA 02139

Doug Sharpe

Other Info:

Skinner State Park - General Information

Greylock - Rockwell Visitor's Center

Commonwealth of Massachusetts

304 CMR: Division of Forests and Parks

14.05: Free Flight Devices

1) Definition

For the purposes of this section, a free flight device shall be defined as any non -motorized glider or aircraft considered a hang glider by the Federal Aviation Administration.

- (a) The use of such devices shall be confined to those areas designated by the Director.
- (b) The use of said devices on or over Department lands or waters shall be by permit only, which shall be issued at the discretion of the Director upon written request of the applicant.
- (c) Said permits shall be issued on an annual renewable basis, subject to a daily registration procedure as established for each Department facility designated for such use.
- (d) No person under the age of 18 shall utilize such devices within the confines of any Department property without written consent of a parent or legal guardian.
- (e) A degree of difficulty rating shall be established for any Departmental facility designated for such use and only those pilots rated by the U.S. Hang Gliding Association or an equivalent, for a rating equal to or higher than the area's established rating shall be permitted to operate from said facility; except that, when accompanied by and under the direct supervision of a USHGA Region 8 Examiner, a USHGA Observer appointed by a Region 8 Examiner, or a USHGA Advanced Instructor designated by a Region 8 Examiner, a pilot possessing the next lower rating than the area's established rating may be permitted to fly.
- (f) The use of such devices may be prohibited on weekends, holidays, or at any other time when weather or other conditions make such use, at the discretion of the Director, unsafe, impractical, or in conflict with Departmental policy or management.
- (g) No flight shall be made in violation of the U.S. Hang Gliding Association's Basic Safety Regulations, or state and local ordinances pertaining to hang gliding.

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of being granted membership in the USHGA, I, _____
for myself, my personal representatives, heirs, executors, next of kin, spouse 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 command or otherwise) and/or landing (including, but not limited to, crashing) a hang glider or paraglider.
2. "**MY SPORTS INJURIES**" means **my personal injury, my bodily injury, my death, my property damage and/or any other personal or financial injury** sustained by me as a result of my **PARTICIPATION IN THE SPORT** and/or as a result of the administration of any USHGA programs (for example: the Pilot Proficiency System).
3. "**RELEASED PARTIES**" means the following, including their owners, officers, directors, agents, spouses, employees, officers (elected or otherwise), members, 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 my 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 I launch, fly and/or land;
 - e) Each of the property owners on or over whose property I 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 I **PARTICIPATE IN THE SPORT**. "All persons involved" include, but are not limited to, spectators, glider and/or paraglider pilots, assistants, drivers, instructors, observers, and owners of hang gliding and paragliding equipment; and
 - g) All other persons lawfully present at the site(s) during my **PARTICIPATION IN THE SPORT**.

B. I RELEASE, WAIVE AND DISCHARGE the **RELEASED PARTIES** from any and all claims and liability 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 VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF MY SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR 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**

The Current State Law:

Commonwealth of Massachusetts
304 CMR : Division of Forests and Parks

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