PowerFlarm Renting Pilot Rental Agreement and Waiver and Release of Liability

Rental Fee $100 **($56.10 rental fee, $21.95shipping to renter & $21.95 return to Williams Soaring Center)**

BATTERIES NOT INCLUDED

NAME:_____

Billing Address:_____

_____

Home Phone:_____ **Work Phone:**_____

Cell Phone: _____ **E-mail:**_____

Address to Mail Portable Power Flarm Unit_____

_____

Contest/Event Name _____**Contest Dates**____/_____/2026 -___/_____/2026

Date Requested: (Date you want to receive the unit at the above mailing address):___/___/2026

This document has legal effect. Read it and understand its terms before signing it.

The undersigned pilot hereby agrees to rent a PowerFlarm unit ("PowerFlarm") from the Williams Soaring Center ("WSC") on the terms and conditions set forth in this document and to pay the fees and costs associated with this rental as stated by WSC. WSC is the Administrator of the Flarm Rental Program. If the undersigned pilot or passenger is a minor, the person co-signing this Agreement represents and warrants that he or she is the legal guardian of the undersigned and has the legal capacity to bind the undersigned. If the undersigned is a passenger in the aircraft in which a PowerFlarm rented under this Agreement is installed or to be installed, the undersigned passenger agrees to the terms of this Agreement.

Each of the signatories to this Agreement acknowledges and agrees as follows, for him or herself and his or her heirs, successors and assigns:

The undersigned recognizes that glider flight, glider ground operations and glider contest activities are inherently dangerous and can result in serious injury or death. In consideration of the undersigned pilot being afforded the opportunity to rent a PowerFlarm unit, each of the undersigned, for him or herself, his or her heirs, executors, administrator and assigns, hereby releases and forever waives and discharges WSC and all persons and entities having any connection with or involvement in the PowerFlarm Rental Program, including but not limited to its suppliers, Administrator, its Director and all persons who have donated funds or labor to the Program, their employees, agents and representatives from any and all claims, demands, losses or injuries, including for death or personal injury, incurred or sustained as a result of participating in the PowerFlarm Rental Program or participating in any soaring contest or soaring event in which PowerFlarm rental equipment is used.

This waiver and releases includes, but is not limited to, any damages, injury or death resulting from collisions with other aircraft, any accident or damage, or resulting liability, any of the undersigned may incur while using the PowerFlarm, and any damage to the undersigned's aircraft or the person or the property of third parties resulting from installation or operation of the PowerFlarm. If the PowerFlarm is to be used in a two-two place glider carrying a passenger, the pilot has obtained the agreement of the passenger to the terms hereof.

Power Flarm does not eliminate the risk of midair collisions or other accidents. As pilot in command, the undersigned pilot assumes full responsibility for seeing and avoiding other aircraft and for operating at all times in compliance with all applicable laws and regulations, including the Federal Aviation Regulations, and all directions, rules and regulations of any contest or other soaring event in which the undersigned uses a PowerFlarm rented hereunder.

PowerFlarm units can fail, can be misused and are subject to being misinterpreted by the pilot. The Power Flarm is not certified as a flight instrument by the FAA or any other government agency. The undersigned assumes full responsibility for learning how to install and operate the PowerFlarm and for properly installing and operating the PowerFlarm in the undersigned's aircraft. The undersigned assumes full responsibility for learning how to interpret the PowerFlarm's output and how to respond to such output.

NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY SORT, INCLUDING ANY REPRESENTATION OF FITNESS FOR ANY PURPOSE, IS MADE BY WSC OR ANY OTHER PERSON OR ENTITY INVOLVED IN THE POWERFLARM RENTAL PROGRAM.

The undersigned shall return the PowerFlarm and all associated equipment including mounting brackets, batteries, chargers, other accessories, and packing materials, in good working order, within three days of the last scheduled day of the rental period/contest. A fee of $10 per day will be assessed for each additional day the unit is not returned. The undersigned assumes responsibility for any damage to such equipment other than ordinary wear and tear.

The effectiveness of this release and waiver shall be governed by the laws of California, without regard to conflict of laws principles, it being the intent of the parties that California substantive law (including California substantive law upholding the validity of liability releases) shall in all cases apply to this Agreement and the waivers and release of liability contained herein.

Renting Pilot's Name: _____

Renting Pilot's Signature:_____ Date: _____

Passenger Signature:_____Date: _____

Send completed form and payment: William Soaring Center, 2668 Husted Road, Williams, CA 95987-5105 or scan and email completed form to info@williamssoaring.com and make electronic payment arrangements

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Returning the PowerFlarm Unit

*The PowerFlarm unit should be mailed back to Williams Soaring Center using the same US Postal Service Priority Flat Rate Medium Size Box (11"x8.5"x5.5") you received it in.
*The smaller box containing the PowerFlarm unit & accessories should be packed safely within this flat Rate Box.
*Return label & postage will be enclosed in the original box you receive to make it easier for you to return. When returning the PowerFlarm, you will have to take it into the post office for shipping – Do not put into a drop box! (This is due to security reasons. Any shipment over 15 oz. has to have verification of sender.)