

ARIZONA SOARING ASSOCIATION

AVIATION OXYGEN FILL

FULL RELEASE, ASSUMPTION OF RISK and ACKNOWLEDGEMENT

Whereas the Arizona Soaring Association, an authorized Arizona not for profit corporation and hereinafter referred to as the "ASA" owns, maintains and manages a trailer containing one or more bulk high pressure oxygen cylinders and necessary attachments for the purpose of the safe distribution and dispensing of aviation grade oxygen to recharge smaller individual high pressure containers owned by or under the direct personal control of its members for use in gliders and other aircraft as needed pursuant to Federal Aviation Administration regulations as amended hereinafter referred to as the "O2 Cart", and

Whereas I, _____, a current Member in good standing of the ASA hereinafter referred to as "Member" and in consideration of having paid an annual "Oxygen Use Fee" as set forth and modified periodically by the ASA's Board of Directors at their sole discretion and desires to use the ASA O2 Cart for recharging a high pressure container for my own exclusive use in an aircraft personally owned and registered by me or under my direct control, now and in perpetuity hereby agree to the following:

1. Member acknowledges and understands that because of the presence of high pressure gases and distribution equipment contained on the O2 Cart that the use of the ASA O2 Cart carries certain hazards and risks that may constitute a danger to Member and any others in the immediate area and
2. That ASA makes no warranty that the system is properly designed, built or maintained and that such system may cause serious injury or death due to foreseen and or unforeseen defects in equipment, procedures or other external environmental effects and
3. That Member has been advised of the procedures established by the ASA designed for the safe handling of the equipment contained on the O2 Cart for recharging aircraft oxygen cylinders and both understands and accepts the risks of associated with using the ASA O2 Cart and
4. That Member hereby waives any and all liability which may arise from such use for indirect, direct, special, consequential, compensatory and punitive damages from ASA, its Directors, Officers, Agents and Volunteers and agrees to indemnify the foregoing against all claims or liabilities asserted by others arising from or in any manner related to activities associated with such use and
5. That this document is to be construed as Member's full assumption of risk associated with the use and full waiver of any right to recover any and all damages from ASA, its Directors, Officers, Agents and Volunteers and is binding on Member's heirs, assigns and estate and
6. That member pledges to insure that any individual high pressure container to be recharged from the ASA O2 Cart has been maintained according to manufacturer's instructions and guidelines, bears proper identification markings that it has been inspected by an authorized inspection facility if required within the appropriate timeframes that have been established for its size, type and manufacturing characteristics, and
7. That member will comply with any other local, state and federal regulations and guidelines designed for the safe handling and transport of high pressure gas cylinders and
8. That member will comply with any administrative procedures established by the ASA Board to maintain proficiency in the safe use of the O2 Cart, record usage information, will advise the ASA Board of any observed misuse or unsafe operation by others as soon as practical, remit subsequent annual Oxygen Use Fees as established by the ASA Board and
9. Will keep safe and not divulge to anyone the security codes needed to gain access to the O2 Cart and
10. That that the ASA Board may revoke this privilege at any time for any reason in its sole discretion Board and that I will cease and desist from using the ASA O2 Cart immediately and without delay when so directed by the ASA Board or for failing to pay any subsequent annual Oxygen Use Fee.

I HAVE READ THIS ENTIRE DOCUMENT AND UNDERSTAND ITS CONTENTS.

Date

Member

Revised: January 7, 2018