

SKYDIVE CITY, INC. and JST MANAGEMENT, LLC Waiver of Rights, Release of Liability and Agreement Not to Sue

Your *I agree* initials under each paragraph indicates that you agree to be bound by the terms listed.

You are giving up substantial legal rights in exchange for skydiving, participating in activities and being at Skydive City.

DO NOT AGREE AND SIGN if you don't understand or don't fully agree to the terms.

READ CAREFULLY BEFORE SIGNING – EXTREME RISK OF DEATH AND INJURY

CLARITY and COMPREHENSION: The type size in the rest of this Agreement is large enough for me to read and comprehend. I certify that I read, write and understand the English language.

_____ I agree (initial)

DEFINITIONS:

A. ACTIVITIES COVERED BY THIS AGREEMENT means: any skydiving (including but not limited to first-time, training, student, experienced, TANDEM SKYDIVING, accelerated freefall, water jumps, demonstration jumps); observation or other airplane rides; any and all jumping and non-jumping related activities; any activity in or around aircraft, runway, or fueling operations, in the air or on land; ground instruction, air instruction; flying and related activities, embarking, disembarking, exit, freefall, canopy flight, landing; transportation, rescue or attempted rescue operations, whether on or off of the facilities used by Skydive City, Inc. or JST Management, LLC, or whether related to aircraft or equipment owned, leased or utilized by any of the RELEASED PARTIES; in short: any activities related in any way to my participation in skydiving or being at Skydive City, whether on or off the premises or airport.

_____ I agree (initial)

B. RELEASED PARTIES means: the following persons, corporations, organizations: Skydive City Inc., JST Management, LLC, Sunshine Factory Inc., Skydiveratings.com L.L.C., Sunrise Manufacturing Int'l Inc., Desert Sand Aircraft Leasing Co., Inc., Vertical Air Inc., Alabama Skydiving Inc., Eagle Air Transport Inc., Win Win Aviation Inc., Jump Run Aviation LLC, Sky Sport Aviation LLC, United States Parachute Association, Alti-2 Incorporated, S.E. Inc. (dba Strong Enterprises), SunPath Products Inc., Uninsured United Parachute Technologies (dba UPT) LLC, Tandem Designs Inc. & Tandem Solutions Inc. (dba Wings Tandem), all USPA, Strong, Wings & UPT Tandem Instructors, Airtec GmbH, SSK Industries Inc., Vigil USA LLC, Paragone Rigging, LLC, Twenty Minute Call LLC, VGT Research LLC, Aero Adventures LLC, Tony Suits, Inc., City of Zephyrhills, Zephyrhills Municipal Airport; Susan Stark, Jon Stark and Joan Murphy, corporately and individually; and, all of each person's, corporations, and organization's officers, agents, servants, employees, representatives, lessors, and independent contractors; and, all instructors, including tandem instructors, coaches, load organizers, videographers, photographers, pilots, mechanics, parachute packers, riggers, drivers, owners and lessors of land, motor vehicles, and equipment utilized for skydiving and related activities, including ground transportation, and any other property owner upon whose property I may land or attempt to land, and anyone assisting me in my attempt to skydive or be at Skydive City, their successors and assigns.

_____ I agree (initial)

C. PARTIES BOUND BY THIS AGREEMENT: I understand and intend that this Release and Agreement, and all language within it, binds myself and anyone or any entity, including my estate, heirs, executors, personal representatives, administrators, legal representatives, family members or spouse, or anyone else claiming on my behalf, or on the behalf of themselves, or on behalf of another, who may be able to, tries to or does sue or assert a claim because of my **death** or any injury or property damage whether caused by negligence or otherwise or other fault of the RELEASED PARTIES.

_____ I agree (initial)

First Name
Last Name

In consideration of Skydive City, Inc., a Florida corporation, and JST Management, LLC, a Florida LLC, allowing:

_____ (First, Middle Initial, Last Name)

to engage in any ACTIVITIES COVERED BY THIS AGREEMENT, I agree that:

1. INHERENT DANGERS. I acknowledge that the ACTIVITIES COVERED are inherently dangerous; no amount of care, caution, instruction, warning or expertise can eliminate these inherent dangers which can and do cause death. I understand the inherent risks, scope, nature, and extent of the risks involved in the ACTIVITIES COVERED. I understand that these risks include, *but are not limited to*: parachute equipment malfunction or failure to function; defective or negligent design or manufacture of equipment; improper or negligent parachute packing or assembly; improper or negligent operation or use of the equipment; improper or negligent parachute landing, aircraft malfunction and/or negligent aircraft operation or maintenance; careless or negligent instruction or supervision; walking into a propeller; failure to warn or label; and unknown and unforeseeable risks.

_____ I agree (initial)

2. ASSUMPTION OF RISK. I CLEARLY understand that skydiving is a dangerous, calculated risk activity which CAN and sometimes DOES result in BODILY INJURY and DEATH to its participants. I understand that I am going to exit an aircraft inflight and that it is very dangerous to do that. I expressly, willingly and voluntarily assume full responsibility for all risks of any and every kind, including ALL RISK OF **DEATH, PERSONAL INJURY and DAMAGE TO PROPERTY**, arising from my participation in the ACTIVITIES COVERED WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, CARELESSNESS, MISCONDUCT, FAILURE TO WARN, OR OTHER FAULT OF THE RELEASED PARTIES OR THEIR EMPLOYEES, AGENTS or SERVANTS.

_____ I agree (initial)

3. EXEMPTION AND RELEASE FROM LIABILITY. I hereby exempt and release the RELEASED PARTIES and hold them harmless from any and all liability, claims, judgments, demands or actions or causes of action whatsoever, whether known or unknown, suspected or unsuspected, arising out of any damage, loss or injury to me, my property or my **death**, while upon the premises or while participating in any of the ACTIVITIES COVERED, whether caused by negligence or otherwise, other fault or any other cause, either active or passive, of any of the RELEASED PARTIES, including negligence of their employees, agents or servants.

_____ I agree (initial)

4. INDEMNIFICATION AND HOLD HARMLESS. I indemnify (reimburse) and hold harmless the RELEASED PARTIES from any and all losses, claims, actions, or proceedings of every kind, including attorney's fees and expenses, which may be presented or initiated by any persons or organizations, including presented by third parties against the RELEASED PARTIES, and which arise directly or indirectly from my participation in the ACTIVITIES COVERED, whether caused by negligence or otherwise, other fault or from any other cause, failure to warn, either active or passive, of any of RELEASED PARTIES or their employees, agents or servants.

_____ I agree (initial)

5. WAIVER OF ARGUMENT THAT RELEASED PARTIES ARE NOT INDIVIDUALLY NAMED. I waive any argument or claim that I may have that a person or entity is not covered by this Agreement because they are not a named RELEASED PARTY. I intend that this Agreement, each clause and in its entirety, covers any person or entity, named or unnamed, who plausibly is in or among any group, class, kind or category of RELEASED PARTIES.

_____ I agree (initial)

6. COVENANT NOT TO SUE. I hereby agree never to institute, file or cause to be filed any lawsuit, action at law, claim or otherwise against any or all of the RELEASED PARTIES; and, I agree not to initiate or assist in the prosecution of any claim for damages which I may have by reason of injury to my person or property, or my **death**, arising from the ACTIVITIES COVERED, whether caused by negligence or otherwise or other fault or from any other cause, either active or passive, of any of the RELEASED PARTIES or their employees, agents or servants.

I further agree that the PARTIES BOUND BY THIS AGREEMENT, whether claiming on their own, another's or on my behalf, shall not institute any lawsuit, cause of action or claim for damages against any of the RELEASED PARTIES, nor shall they initiate or assist the prosecution of any claim for damages or cause of action by reason of injury to my person or property, or my **death**, arising from ACTIVITIES COVERED, whether caused by negligence or otherwise, or other fault, any other cause or failure to warn, either active or passive, by any of the RELEASED PARTIES or their employees, agents or servants. I hereby so instruct my heirs, executors, administrators, personal representatives and/or anyone else claiming on their own, another's or on my behalf.

If I or any PARTIES BOUND BY THIS AGREEMENT violate this covenant not to sue and institute a suit, action at law or advance any claim(s) against any of the RELEASED PARTIES, and if for any reason a suit or action at law is allowed by a court to proceed in breach of this specific covenant not to sue, I agree that such RELEASED PARTIES shall be entitled to recover attorneys' fees, court and any costs and judgments, including for any appeals.

_____ I agree (initial)

7. COMPLIANCE WITH RULES, REGULATIONS AND LAWS. I agree to abide by federal, state and local laws, regulations, and ordinances. If I am other than a tandem student, I agree to maintain current United States Parachute Association membership, or my home country's parachute association membership, and abide by United States Parachute Association Basic Safety Requirements. I agree to comply with the requirements of and use all equipment within the safety parameters imposed by the manufacturers of any skydiving equipment. I agree to pay for any damages, losses or expenses incurred by the RELEASED PARTIES due to my failure to comply with this section, including legal fees, judgments, settlements, or fines imposed on the RELEASED PARTIES.

_____ I agree (initial)

8. GROUND TRANSPORTATION NOT MANDATORY. Ground transportation provided between where I land and the airport is not mandatory and a courtesy only; I may walk or provide my own transportation. I understand that the transportation is not a licensed commercial passenger vehicle. No warranty is made, expressed or implied, as to the safety of the transportation or its roadworthiness. Transportation is by private vehicle and the driver is a volunteer who is not licensed to drive commercially or otherwise. NO guarantee is given, expressed or implied, as to the qualifications or fitness of the driver to return me safely to the airfield. No liability insurance is in force to cover me while I am riding in the transportation. I agree to wear my seatbelt. My Agreement not to sue, including for harm caused by negligence or otherwise, is hereby extended to any potential injury arising from my use of the transportation.

_____ I agree (initial)

9. PHOTO & VIDEO RELEASE. I hereby grant to Skydive City Inc., and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs or video images of me, or in which I may be included, for editorial, trade, advertising and any other purpose and in any manner and medium, to alter the same without restriction; and to copyright the same. This includes any and all uses.

_____ I agree (initial)

10. REPRESENTATIONS AND WARRANTIES.

A. I am old enough to sign a legally binding contract (at least 18 years old). I am not under the influence of any alcohol, drug or other intoxicant, and I have no legal disability that prevents me from signing this legally binding contract.

_____ **I so represent, warrant and agree** (initial)

B. I am not required to be at Skydive City or make a skydive at Skydive City, that I have other choices within 150 miles of this location where I could skydive, and that I am participating in skydiving here of my own free will.

_____ **I so represent and agree** (initial)

C. I represent and warrant that:

(a) I have no physical infirmity, chronic ailment or injury of any nature, except those listed below, and have never been treated for: cardiac or pulmonary conditions or disease, diabetes, fainting spells or convulsions, nervous disorder, kidney or related diseases, high or low blood pressure.

(b) I am not now under any medication of any kind.

(c) I am not under the influence of alcohol or any drugs or related substances.

(d) I **DO** or **DO NOT** wear corrective lenses.

(e) List any medical conditions/infirmities or, write "NONE," here:

_____ **I so represent and agree** (initial)

11. PHYSICAL INFIRMITIES. I am not relying on any representation by Skydive City or the RELEASED PARTIES as to my physical fitness to skydive. The staff of Skydive City has not advised me as to whether my physical condition is acceptable for jumping. I understand that Skydive City does not employ a medical doctor to determine my physical jump readiness or my ability to withstand the rigors of skydiving and parachute jumping. Any representation of my medical condition herein is not for the purpose of determining my fitness to skydive or engage in ACTIVITIES COVERED. I understand that my physical jump readiness is totally up to me and I accept full risk and responsibility for it even though doing so triggers a medical event or results in my injury or **death**.

_____ **I agree** (initial)

12. NO INSURANCE AND ASSUMPTION OF MEDICAL EXPENSES. I understand that my ACTIVITIES COVERED are not covered by any personal accident or general liability insurance policy issued to the RELEASED PARTIES. I agree that I am responsible for and assume all costs associated with my injury or death, including ambulance, emergency, medical, and long-term care expense; I waive the RELEASED PARTIES from any costs thereof.

_____ **I agree** (initial)

13. CONTINUATION OF OBLIGATIONS. I agree that the terms and conditions of this Agreement shall always continue in full force and effect now and in the future during which I participate, either directly or indirectly, in the ACTIVITIES COVERED, and shall be binding upon the PARTIES BOUND. This Agreement supersedes and replaces any prior agreement I have signed.

_____ **I agree** (initial)

14. APPLICABLE LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. I agree that the law of the State of Florida shall apply to all issues of construction, interpretation, and validity of this Agreement; and, Florida law shall govern any dispute arising from the ACTIVITIES COVERED. I agree that Pasco County, Florida, shall be the sole venue of any legal action or lawsuit; and, if any legal action is filed in another court, at the election of the RELEASED PARTIES, I consent to the jurisdiction of and removal to a court in Pasco County, Florida, to resolve any lawsuit or other adversarial proceeding in connection with my participation in ACTIVITIES COVERED or to enforce the RELEASED PARTIES' rights herein. I waive my rights to challenge venue on any grounds, including inconvenience of the forum. I waive my right to a jury trial.

_____ **I agree** (initial)

15. MISCELLANEOUS:

A. SEVERABILITY: ENFORCEABILITY OF AGREEMENT REGARDLESS OF ANY UNENFORCEABLE LANGUAGE. I agree that if any provision, clause, sentence, phrase or word of this Agreement is found to be unenforceable or against public policy, only that provision shall fail, and I agree to be bound by the remainder of the Agreement. I specifically waive any unenforceability or public policy argument that I could make or that could be made on behalf of my estate or by anyone who would sue the RELEASED PARTIES as a result of my participation in the ACTIVITIES COVERED. I agree that if I have executed any other agreement containing provisions relating to the exemption and/or release from liability and/or covenant not to sue in connection with the ACTIVITIES COVERED I agree that the agreement that covers the most protection from liability and/or suit to RELEASED PARTIES shall be enforceable against me by RELEASED PARTIES.

_____ I agree (initial)

B. AMBIGUITIES. By reading this section I am being made aware that the general rule is that this type of document is to be narrowly construed and ambiguities are to be decided against the person or entity preparing the document. By initialing this paragraph, I expressly waive that rule and specifically agree that this document be broadly construed and that it be construed in favor of the RELEASED PARTIES and that all ambiguities be resolved in favor of the RELEASED PARTIES.

_____ I agree (initial)

C. HEADINGS. I agree that headings used throughout the Agreement are for convenience only and shall not be used to define, limit or describe the scope of this Agreement.

_____ I agree (initial)

16. WAIVER OF RIGHTS AND RIGHT TO LEGAL COUNSEL. I understand by signing this Agreement I am giving up important legal rights and claims and releasing the RELEASED PARTIES from liability, and it is my intent to do so in order to be at and skydive at Skydive City. I understand that I have the right to consult independent legal counsel prior to signing this contract, and that I had the opportunity to consult legal counsel prior to signing this Agreement, and that I am freely giving up the right to consult legal counsel at this time so that I may skydive.

_____ I agree (initial)

17. VALIDITY OF WAIVER. I understand and agree that if I institute, or anyone on my behalf institutes, a lawsuit, cause of action or claim for damages against and of the RELEASED PARTIES because of injury to my person or property, or my **death**, due to the ACTIVITIES COVERED, this Agreement, as well as the video you are watching now which you will certify that you viewed, will be used as evidence in court, and that agreements like this one have been upheld in courts in similar circumstances.

_____ I agree (initial)

18. FINANCIAL RESPONSIBILITY. I agree to pay the day-to-day charges for products and services. If I am an experienced skydiver, I have third party liability insurance through my USPA membership or another country's parachute association; and, I assume all liability for, and indemnify, the RELEASED PARTIES from any damage that I may cause by landing on something or by causing damage due to my unwelcome presence. If I am renting or borrowing equipment, I understand that I am putting this equipment at risk if I land in an inappropriate area and damage the equipment; I agree to be held financially responsible for any damage which may be caused to the equipment while under my care, such as losing the helmet or radio, losing the altimeter, hitting an obstacle and damaging the parachute, snagging or tearing the parachute on fences, doors or any form of transportation.

_____ I agree (initial)

19. ENTIRE AGREEMENT. This Agreement is the total agreement between Skydive City, Inc. and myself. This

agreement cannot be altered, changed or canceled by any verbal agreement with anyone, and can only be changed in writing with the signature of legal counsel of Skydive City, Inc. The terms of this release are a contractual agreement and not a mere recital.

_____ I agree (initial)

I HAVE CAREFULLY READ THIS DOCUMENT, FULLY UNDERSTAND ITS CONTENT, AND SIGN IT OF MY OWN FREE WILL. I am not relying on the representations of others. I have had the opportunity to consult my own attorney; I acknowledge that only my own attorney can advise me of my rights and interests under this contract.

SIGNING THIS DOCUMENT SURRENDERS IMPORTANT LEGAL RIGHTS FOR ME AND I INTEND TO DO SO.

Even though there is space to initial each section, your failure to do so will not make that section invalid. By signing at the end of the agreement, you agree to be bound by every section of the agreement.

My signature here indicates that I agree to be bound by the terms of this document.

Signature: _____ Date: _____
Print Name: _____ Date of Birth: _____

I certify that I examined the _____ driver's license, _____ passport or _____ other identification; and, I am satisfied that the person entering into this Agreement is who they represent themselves to be. The birthdate on their identification is as they represent above.

Skydive City Witness' Signature: _____ Print Name: _____

RATIFICATIONS:

I hereby ratify my agreement to be bound by the terms of this Agreement. I have had the opportunity to re-read the Agreement.

Date: _____ Signature: _____
Witness Name: _____ Signature: _____

Date: _____ Signature: _____
Witness Name: _____ Signature: _____