

**SKYDIVE ORANGE INC.
RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT**

In consideration of Skydive Orange Inc., Rainbow Parachute Inc., Virginia is for Skydivers LLC, The United States Parachute Association, Desert Sand Aircraft Leasing Co, Inc, D. C. Skydiving Equipment Inc., D.C. Skydiving Systems LLC, 1st American Skydive Center Inc., Piedmont Communications, Inc., Windline Inc., 1st American Skydiving Inc., 1st American Skydiving Instruction Inc., manufacturers, distributors and dealers of skydiving equipment, and each of their respective officers, lessors, members, agents, servants, employees, aircraft owners, pilots, mechanics, independent contractors, instructors, jumpmasters, photographers, videographers, riggers, coaches, organizers, parachute packers; Helen Marie Taylor; heirs of Helen Marie Taylor, Washington and Lee University, its trustees, officers, employees, and agents, County of Orange, neighboring landowners and lessors; and hereinafter referred to as the "**RELEASED PARTIES**" allowing (print your name) _____ to utilize the facilities and participate in the aviation, parachuting/skydiving and related activities of the **RELEASED PARTIES**, it is agreed that:

1. RISKS CONTEMPLATED. This **Agreement** is made in contemplation of all skydiving activities, including, but not limited to, ground instruction and practice, moving about land owned by Helen Marie Taylor and/or Orange County Airport (hangars, runways, landing zone), entering and exiting the aircraft, flying and related activities, the exit, any freefall, time under the canopy, time attached to harness, time attached to tandem jumper, the landing, landing in a location other than the designated landing zone, and any transportation, rescue or first aid operations attempted at any location. (hereinafter collectively referred to as "Skydiving Activities"). This **Agreement** also is made in contemplation of other "non-skydiving activities", including but not limited to after-hours social events, whether organized or unorganized, wind tunnel trips, athletic games, camping, etc.

() Initial

2. (A). ASSUMPTION OF RISK. I fully understand and acknowledge that the Skydiving Activities referred to in paragraph one (1), above, are **inherently dangerous**, and that my participation in any and all Skydiving Activities **MAY RESULT IN SERIOUS INJURY OR DEATH**. I am voluntarily participating in the aforementioned Skydiving Activities and am knowingly and voluntarily exposing myself to all risks associated with these activities.

I know and understand the scope, nature, and extent of the risks involved in the Skydiving Activities contemplated by this **AGREEMENT**, which include, but are not limited to:

- a. parachute malfunction, parachute failure, entanglement, collision with other skydivers or parachutes, collision with aircraft, hardware rigging and harness failure, unintended effects of automatic activation devices, presence or absence of cameras, reserve static lines, skyhook or other parachute system devices, frostbite, heat exhaustion, dehydration;
- b. all risks associated with air flight, including mechanical malfunction and pilot error;
- c. obvious and hidden dangers on the land owned by Helen Marie Taylor, Orange County Airport property and other locations off airport property where jumpers may land including trees, ditches, fences, barbed wire, rocks, drains, drop inlets, culverts, culvert end walls, sports equipment, signs, backstops, scoreboards, children's gym equipment, concession stands, tires, motor vehicles, residential and/or commercial building structures, power lines, industrial and/or farm equipment, camps, wind indicators, hangar doors, stairs, trucks, vehicles, etc.
- d. potentially negligent or intentional acts of third parties, including other jumpers.

I understand and acknowledge that I am aware of all disclosed and undisclosed dangers and risks involved in the aforementioned Skydiving Activities and agree to assume any and all risks of injury or death resulting from my participation in these activities.

- (d). I fully understand and acknowledge that the "non-skydiving activities" referred to in paragraph one (1),

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above, involve certain risks commonly associated with those activities. I understand and acknowledge that if I participate in any "non-skydiving activities", I may incur injury, and I am voluntarily exposing myself to all risks associated with such activities.

I know and understand the scope, nature and extent of the risks involved in "non-skydiving activities" contemplated by this **Agreement**, which includes, but are not limited to:

- a. sports-related injuries (sprains, contusions, broken bones, etc.);
- b. injuries from wild animals;
- c. obvious and hidden dangers on the Orange County Airport, and/or land owned by Helen Marie Taylor, or unintended areas where participants may engage in the above-listed activities; d. potentially negligent or intentional acts of third parties, including other participants. I understand and acknowledge that I am aware of all disclosed and undisclosed danger and risks involved in

the aforementioned "non-skydiving activities" and agree to assume any and all risks of injury or death resulting from participation in these activities.

You are advised not to sign this **Agreement** until you have had an opportunity to think about the consequences of signing this **Agreement**, until you have discussed the consequences of signing this **Agreement** with the members of your family, and until you have had an opportunity to discuss the consequences of signing this **Agreement** with an attorney.

() Initial

3. EXEMPTION FROM LIABILITY. I exempt and release the **RELEASED PARTIES** from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property while upon the premises or aircraft or while participating in any Skydiving Activities contemplated by this **Agreement**, whether such loss, damage, or injury results from the negligence, either active or passive, of the **RELEASED PARTIES** or from some other cause. I agree that the owners and operators of the aircraft used in this event have no responsibility for my acts or safety. I understand that I am giving up legal rights which I may otherwise have by entering in this **Agreement**.

() Initial

4. COVENANT NOT TO SUE. I agree never to institute any suit or action at law or otherwise and hereby instruct my heirs, executors and administrators never to institute any suit or action at law or otherwise against the **RELEASED PARTIES** nor to initiate any nor assist the prosecution of any claim for damages or cause of action which I, my heirs, executors or administrators may have by reason of injury or death to my person or property arising from the activities contemplated by this **Agreement**.

() Initial

5. INDEMNITY AGAINST THIRD PARTY CLAIMS. I will indemnify, save and hold harmless the **RELEASED PARTIES** from any and all losses, claims, actions, or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from activities contemplated by this **Agreement**.

() Initial

6. CONTINUATION OF OBLIGATIONS. I agree and acknowledge that the terms and conditions of this **AGREEMENT** shall continue in full force and effect now and in the future at all times during which I participate, either directly or indirectly, in the activities of the **RELEASED PARTIES** and shall be binding upon my heirs, executors and administrators of my estate.

() Initial

7. NOTICE - RUNWAY CROSSINGS. I understand that in the event that I must cross the runway, I am to wait at least 200 feet from the runway until I am sure it is completely safe and clear of all aircraft, and cross only when I am sure it is completely safe and clear of all aircraft.

() Initial

8. NOTICE. There are a number of other parachuting schools where you can go for instruction and skydiving facilities where you can go if you do not want to sign this **RELEASE, WAIVER AND ASSUMPTION OF**

**IMPORTANT LEGAL DOCUMENT
PLEASE READ CAREFULLY!!**

RISK AGREEMENT. If you ask the instructor, we will provide the names of these places. () Initial

9. SEVERABLE PROVISIONS. All provisions in this **Agreement** are severable and each valid and enforceable provision shall remain in effect and shall be binding upon the parties, notwithstanding any determination that any individual provision(s) of this **Agreement** invalid or unenforceable.

() Initial

10. VALIDITY OF WAIVER. I understand that if I institute any suit or action at law for any claim for damages or cause of action because of injury or death to my person or property due to the activities contemplated by this Agreement, this waiver can and will be used in court and that waivers of this type have been upheld in courts in similar circumstances.

() Initial

11. DISCLOSURE. PLEASE BE ADVISED THAT SKYDIVE ORANGE, INC. DOES NOT MAINTAIN PERSONAL INJURY LIABILITY INSURANCE FOR THE BENEFIT AND PROTECTION OF INDIVIDUALS WHO ENGAGE IN SKYDIVING ACTIVITIES UNDER THIS AGREEMENT.

() Initial

12. REPRESENTATIONS AND WARRANTIES. I represent and warrant that I have no physical infirmity, except those listed below, am not under treatment for any other physical infirmity or chronic ailment or injury of any nature, and have never been treated for any of the following: cardiac or pulmonary conditions or disease, diabetes, fainting spells or convulsions, nervous disorder, kidney or related diseases, high or low blood pressure. I am not under any medication of any kind at this time.

(List infirmities above. If none, state "none.")

() Initial

13. GENERAL PROVISIONS.

- a. Due to circumstances beyond our control (such as weather, time-consuming unscheduled FAA inspections, unpredictable airport operation slow downs), your skydive may be delayed or postponed, so please be patient and plan on staying the day with us. If you don't get to jump for any reason, you can reschedule. No refunds will be offered.
- b. No smoking in the hangar.
- c. No spectators past gravel area in the front of the hangar.
- d. You must not have consumed any alcohol 8 hours prior to training.
- e. We reserve the right to refuse service to anyone.
- f. I authorize Skydive Orange, Inc. or its assignees to take pictures or videos of myself and waive any interest, proprietary or otherwise, I may have in such photographs.
- g. There are many vehicles we must deal with to provide all the components of safe skydives. Sometimes circumstances may change unpredictably, necessitating last-minute changes that affect when you will get in the air. We may or may not be able to put groups on the same plane. We will try to comply with your request, but there is no guarantee that you will be on the same aircraft with the rest of your group.
- h. **I will not bring a Gopro or other camera** on any skydive until I have made at least 200 sport jumps. Doing so could endanger myself and others.

() Initial

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14. In the event that I, or my child or guest, are responsible for damage to or loss of any equipment related to the aforementioned "Skydiving Activities", I agree to reimburse Skydive Orange, Inc., or any other appropriate person or entity for the full replacement cost of any such equipment.

() Initial

15. Skydive Orange, Inc. expressly discourages participants from bringing children under the age of eighteen (18) or pets to the hangar, runways, landing zones or drop zones located on land owned by Helen Marie Taylor and Orange County Airport (hereinafter "the Facilities"). All children must be attended by a parent or legal guardian at all times. I acknowledge that by signing this **Agreement**, I understand that there are risks associated with the presence of children at the Facilities, including the risk that I may incur liability due to my child or children harming or damaging expensive aviation or skydiving equipment, equipment of other participants, etc. I further understand that any child I bring to the Facilities may be exposed to various obvious or hidden dangers including, but not limited to, aircraft and aviation equipment, skydiving equipment, obvious and hidden dangers on the Orange County Airport and land owned by Helen Marie Taylor, and potentially negligent or intentional acts of third parties. I fully understand and acknowledge that if I bring a child under the age of eighteen (18) years to the Facilities, the child will be exposed to the aforementioned risks, and I voluntarily choose to expose my child to such risks. I agree, on behalf of my minor children to assume any and all risks of injury or death resulting from my child coming to the Facilities. () Initial

16. **APPLICABLE LAW AND FORUM SELECTION.** I agree that the law of the State of Florida shall govern any dispute between myself and any of the **RELEASED PARTIES** arising from the activities covered by this **Agreement**. In the event that this **Agreement** is violated and a lawsuit is brought against any **RELEASED PARTY**, I agree that the sole venue for any such lawsuit will be the state courts of general jurisdiction located in Orange County, Virginia. I expressly waive any right of removal to the federal courts. In addition, I agree to reimburse any and all of the **RELEASED PARTIES** for reasonable attorneys' fees and costs incurred defending against any such lawsuit.

() Initial

17. **WARNING!!!** By signing this document you are giving up valuable rights in the event that you should be injured and attempt to sue someone for your injuries. This **Agreement** will prevent you from prevailing in any lawsuit even though someone else besides yourself was legally at fault for your injury.

() Initial

18. **I HEREBY ACKNOWLEDGE** that I have read all of the provisions above, fully understand the terms and conditions expressed therein, and have freely and voluntarily executed this **Agreement**.

() Initial

EMERGENCY CONTACT

Date: _____ In case of emergency, notify _____

Relationship _____ Phone Number _____

BY: _____

REGISTRAR'S SIGNATURE

PARTICIPANT'S SIGNATURE

AGE

UNINSURED UNITED PARACHUTE TECHNOLOGIES, LLC TANDEM PARACHUTE JUMPER AGREEMENT

This is an important legal document. Allow yourself sufficient time to carefully read and understand the entire document, because by signing it, you are agreeing to give up certain legal rights.

*Initial

In consideration of the Uninsured United Parachute Technologies, LLC, doing business as UPT Vector, and , hereinafter referred to as "Corporation", allowing me the privilege of utilizing a dual-harness, dual container parachute pack assembly (also known as a "tandem parachute system"), designed, manufactured and/or assembled by the Uninsured United Parachute Technologies, LLC, d/b/a UPT Vector, for the purpose of performing an intentional parachute jump, I agree that:

*Initial

1) Representations, Warranties, & Assumptions of Risk: I understand that parachute jumping will expose me to the risk of personal injury, property damage and/or death. I understand that the success of my jump is dependent upon the perfect functioning of the airplane from which I intend to jump and the parachute system, and that neither the airplane nor the parachute system can be guaranteed to function perfectly. I understand that the airplane and the parachute system are both subject to mechanical malfunctions as well as operator error. I freely, voluntarily and expressly choose to assume all risks inherent in parachute jumping, including, but not limited to, risks of equipment malfunction and/or failure to function, including those which may result from some defect in design, assembly, and/or manufacture as well as those risks arising from improper an/or negligent operation and/or use of the equipment, for and in consideration of the thrill of participation in this activity, understanding full well that those risks may include personal injury, property damage, and/or death.

*Initial

2) Exemption and Release from Liability: I exempt and release the following persons and organizations:

*Initial

(A) The Corporations and their officers, directors, agents, servants, employees, shareholders, and other representatives;

*Initial

(B) Manufacturers, designers, and suppliers of component equipment incorporated in the dual-harness, dual-container parachute pack assembly to which I will be attached during my intentional parachute jump;

*Initial

(C) Owners, suppliers, and operators of aircraft from which I am to make my intentional parachute jump;

*Initial

(D) The owner of the dual-harness, dual-container parachute pack assembly, and any of its components, to which I will be attached during my intentional parachute jump;

*Initial

(E) The operator ("parachutist in command") of the dual-harness, dual-container parachute pack assembly to which I will

be attached during my intentional parachute jump;

*Initial

(F) If I am making my intentional parachute jump at or near a parachuting/skydiving facility, the owners and operators of that facility, as well as their officers, directors, agents, servants, employees, shareholders, and other representatives;

*Initial

(G) The owners and lessees, if any, of land upon and from which the parachute jumping and related aircraft operations are conducted; and

*Initial

(H) The Toll-Free Skydiving Network, Inc., Uninsured (800) Skydive Leasing Corp., Uninsured (888) Skydive Leasing Corp., Uninsured (877) Skydive Leasing Corp., 1-800 FREEFALL, and any and all other skydiving referral service business entities, and/or owners of fictitious name entities which I may have used in locating and/or deciding upon a parachuting/skydiving facility or other location at which to perform an intentional parachute jump.

*Initial

(I) Any other person and/or organization which is or may be liable for any loss or injury to me and or my property, or my death, arising out of my participation in any of the activities covered by this Agreement (as defined below);

*Initial

From any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, whether occurring while I am training and/or preparing for my intentional parachute jump, while I am present in aircraft from which the jump is to be made, while I am making my intentional parachute jump, or while I am engaged in related activities (hereafter referred to as "activities covered by this Agreement"), whether such loss, damage, injury, or death results from the negligence and/or other fault, either active or passive of any of the persons and/or organizations described in paragraphs 2(A)-(I) above, or from any other cause.

*Initial

3) Covenant Not to Sue: I agree never to institute any suit or action at law or otherwise against any of the organizations and/or persons described in paragraph 2(A) through (I) above, or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Agreement, whether caused by the negligence and/or fault, either active or passive, of any of the organizations and/or persons described in paragraph 2(A) through (I) above, or from any other cause. I further expressly agree that I will never raise any claim against any of the organizations and/or persons described in paragraph 2(A) through (I) above for product liability, failure to warn, negligence, breach of warranty, breach of contract, or strict liability, regardless of whether my claims for damages or injuries are alleged to result from the fault or negligence of the parties released. I further agree that my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the organizations and/or persons described in paragraph 2(A)

through (I) above, nor shall they initiate or assist the prosecution of any claim for damages of cause of action which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death arises from the activities covered by this Agreement, whether caused by the negligence an/or fault, either active or passive, of any of the organizations and/or persons described in paragraph 2(A) through (I) above, or from any other cause, I hereby so instruct my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. Should any suit or action at law or otherwise be instituted in violation of this Agreement against any of the organizations and/or persons described in paragraph 2(A) through (I) above, I agree that such organizations and/or persons shall be entitled to recover, in addition to any other damages which may be incurred, reasonable attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

*Initial

4) Indemnity Against Claims: I will indemnify, defend, save and hold harmless the organizations and/or persons described in paragraph 2(A) through (I) above from any and all losses, claims, actions or proceedings of every kind and character, including attorneys' fees and expenses, which may be presented or initiated by any persons and/or organizations and which arise directly or indirectly from my participation in the activities covered by the Agreement, whether resulting from the negligence and/or other fault, either active or passive, or any of the organizations and/or persons described in paragraph 2(A) through (I) above, or from any other cause.

*Initial

5) Validity of Waiver: I understand that if I institute or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of the organizations and/or persons described in paragraph 2(A) through (I) above because of injury to my person or property, or my death, due to the activities covered by this Agreement, this Agreement can and will be used in court, and that such agreements have been upheld in courts in similar circumstances.

*Initial

6) Representations and Warranties as to Medical Condition: I represent and warrant that (a) I have no physical infirmity, except those listed below, am not under treatment for any other physical infirmity or chronic ailment or injury of any nature, and have never been treated for any other of the following: cardiac or pulmonary conditions or diseases, diabetes, fainting spells or convulsions, nervous disorder, kidney or related diseases, high or low blood pressure; (b) I am not under any medication of any kind at the present time; and (c) I do/do not (strike one) wear corrective lenses. If I am prescribed corrective lenses, I agree to wear them during my intentional parachute jump.

_____ (list infirmities, if not, state "none")

*Initial

7) Waiver of Jury Trial/Applicable Law/Venue/Headings: I agree that the law of the State of Florida shall apply to issues involving the construction, interpretation, and validity of this Agreement, and that Florida law shall govern any dispute between the parties arising from the activities covered by this Agreement. In the event this Agreement is violated and suit is brought against

any of the organizations and/or persons described in paragraph 2(A) through (I) above, I waive my right to a jury trial, and agree that Volusia County, Florida shall be the sole venue for any suit or action arising from the activities covered by this Agreement. I agree that the headings and sub-headings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.

*Initial

8) Severability/Multiple Waivers: I agree that should one or more provisions in this Agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me. 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 by this Agreement, I agree that the agreement which provides the most protection from liability and/or suit to the Uninsured United Parachute Technologies, LLC, d/b/a UPT Vector shall be enforceable against me by the Uninsured United Parachute Technologies, LLC, d/b/a UPT Vector.

*Initial

9) Continuation of Obligations: I agree and acknowledge that the terms and conditions of this Agreement shall continue in force and effect now and in the future at all times during which I participate in the activities covered by this Agreement, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Agreement supersedes and replaces any prior such agreement I have signed.

*Initial

10) Viewing of Videotape: I have viewed and I warrant that I fully understand the accompanying "Tandem Vector Waiver" video tape.

*Initial

I freely and voluntarily agree to all of the above by signing this contract on the _____ day of _____
(day) (month and year)
at _____
(location)

JUMPER: (Please Print Neatly)

Name: _____

Signature: _____

Driver's License Number: _____

Age: _____ Birthdate: _____

Address: _____

Telephone #: _____

Witness: _____

***Please read each paragraph carefully. Your initial indicates you understand and agree to all of the information and terms contained therein.**

WARNING:

SKYDIVING, PARACHUTING AND ALL ITS RELATED ACTIVITIES ARE DANGEROUS AND THERE ARE LITERALLY THOUSANDS OF VARIOUS RISKS INVOLVED IN YOUR PARTICIPATION. YOU CAN BE SERIOUSLY INJURED OR EVEN KILLED AS A RESULT OF YOUR PARTICIPATION IN SKYDIVING OR ITS RELATED ACTIVITIES; AND YOU ASSUME ALL RISKS, KNOWN OR UNKNOWN.

DATE

SIGNATURE

PRINT NAME CLEARLY