

# SKYDIVE CITY INC. - Release of Liability and Agreement not to Sue

This is an important legal document!

By signing it, you are giving up certain rights.

**PLEASE READ IT CAREFULLY BEFORE SIGNING**

In consideration for being permitted to participate in skydiving/parachute jumping, tandem jumping, accelerated freefall instruction, demonstration jumps, water jumps, ground transportation, flying and related activities (hereinafter collectively referred to as "activities covered by this Agreement") conducted by Skydive City Inc., Sunshine Factory Inc., Freefall Express Inc., Sunrise Manufacturing Int'l, the City of Zephyrhills, Zephyrhills Municipal Airport, I

\_\_\_\_\_ (print name),

here by agree as follows:

**1) RELEASE OF LIABILITY.** I hereby release and discharge Skydive City Inc., Sunshine Factory Inc., Freefall Express Inc., United States Parachute Association, Paragon Rigging, East Coast Freefly, Sunrise Manufacturing Int'l, City of Zephyrhills, Zephyrhills Municipal Airport, and their instructors, jumpmasters, pilots, riggers, drivers, officers, directors, agents, employees, and members; the owners and manufacturers of the aircraft, motor vehicles, boats, land and equipment utilized for parachuting and related activities, including ground and water transportation associated therewith; and all other landowners, tenants and sponsors of demonstration parachute jumps (hereinafter collectively referred to as "releasees"), from any and all liability, claims, demands, or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, while participating in any of the activities covered by

First Name

Last Name

this agreement, whether resulting from the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause.

(\_\_\_\_\_) Please initial when read

**2) ASSUMPTION OF RISK.** I know and understand the scope, nature and extent of the risks involved in the activities covered by this Agreement and that some dangers cannot be foreseen. I understand that these risks include, but are not limited to: 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; carelessness or negligence of skydivers/parachutists, instructors, JumpMasters, pilots or ground crew; improper or negligent instruction or supervision. I voluntarily, freely, and expressly choose to incur all risks associated with the activities covered by this agreement, understanding that those risks may include bodily and personal injury, damage to property, disfigurement or death. I voluntarily and freely choose to incur such risks and take responsibility therefore.

(\_\_\_\_\_) Please initial when read

**3) AGREEMENT NOT TO SUE.** I agree never to institute any lawsuit or cause of action against any of the Releasees, or to initiate or to assist in the prosecution of any claim for damages against the Releasees 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 or fault, active or passive, of any of the Releasees, or from any other cause. I further agree that my

heirs, executors, administrators, personal representatives, or any one else claiming on my behalf, shall not institute any lawsuit, cause of action, or claim for damages against any of the Releasees, nor shall they initiate or assist in the prosecution of any claim for damages against the Releasees, 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, arising from the activities covered by this Agreement, whether caused by the negligence or fault, either active or passive, of any of the Releasees, or from any other causes. I hereby so instruct my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf. Should any such lawsuit or cause of action be instituted against any of the Releasees, I agree that such Releasees shall be entitled to recover attorney's fees and costs incurred in the defense of such lawsuit or cause of action, including any arising therefrom.

( ) Please initial when read

**4) INDEMNITY AGAINST THIRD PARTY OF CLAIMS.** I agree to indemnify, save, and hold harmless Releasees 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 person or organization and which arise directly or indirectly from my participation in the activities covered by this Agreement, whether resulting from the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause.

( ) Please initial when read

**5) OPTIONAL WAIVER OF CONTRACT DEFENSES.** I understand that this Agreement is a contract pursuant to which I have released any and all claims against the Releasees resulting in any way from participation in the activities covered by this

agreement, INCLUDING ANY CLAIMS CAUSED BY NEGLIGENCE OF THE RELEASEES. I acknowledge that I have been given an option to purchase a waiver of the provisions contained in Paragraphs 1, 2, 3 and 4 of the Agreement at an additional cost of Three Hundred Dollars (\$300.00). I have chosen to (initial either A or B below):

A. PURCHASE ( ) Initial (Initial here if you want to pay \$300.00, otherwise...)

-OR-

B. NOT PURCHASE ( ) Initial

(Do not pay \$300.00)

this waiver. I understand that this waiver does not constitute a contract of insurance, but only a waiver of the contractual defenses set forth in Paragraph 1 through 4 above.

( ) Please initial when read

**6) VALIDITY OF AGREEMENT.** I understand that if I institute, or if anyone on my behalf institutes, any lawsuit, cause of action, or claim for damages against any of the Releasees because of injury to my person or property, or my death, as a result of my participation in the activities covered by this Agreement, this Agreement can and will be used in court, and that agreements like this one have been upheld by courts in similar circumstances.

( ) Please initial when read

**7) NO INSURANCE AVAILABLE.** I understand that the activities covered by this Agreement are not covered by any accident or general liability insurance policy issued to any of the Releasees.

( ) Please initial when read

**8) GROUND TRANSPORTATION NOT MANDATORY.** I understand that my use of ground transportation provided by the Releasees between the landing area and the airport is not mandatory, and that I may walk

or provide my own transportation if I choose to do so.

( ) Please initial when read

**9) APPLICABLE LAW/WAIVER OF JURY TRIAL/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 arising from the activities covered by this Agreement; should this Agreement be violated and suit be brought against any of the Releasees, I hereby waive my right to a jury trial; that the headings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.

( ) Please initial when read

**10) LIMITATION OF WARRANTY.** The Releasees warrant that the equipment provided for Skydiving/parachuting activities has been previously used for skydiving/parachuting activities. This warranty is the only warranty made and is made in lieu of any other warranties, express or implied, including, but not limited to, warranty of merchantability or fitness for a particular purpose. I understand and accept this limitation of warranty.

( ) Please initial when read

**11) SEVERABILITY OF PROVISIONS.** I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and if any portions of this Agreement are found to be unenforceable or against public policy, that only those portions shall fail, and I agree to be bound to the remainder of the Agreement. I specifically waive any unenforceability or public policy argument that I could make or could be made on behalf of my estate or by anyone who would sue the Releasees as a result of my participation in the activities covered by this Agreement.

( ) Please initial when read

**12) CONTINUATION OF OBLIGATIONS.** I agree 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 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 between the Releasees and myself.

( ) Please initial when read

**13) NO PHYSICAL INFIRMITIES.** I have no physical infirmity or chronic ailment, injury of any nature and am not under treatment for a physical infirmity or chronic ailment or any nature and have never been treated for any of the following: Cardiac/pulmonary conditions or disease; diabetes; high or low blood pressure; fainting spells; seizures or convulsions; nervous system disorder; kidney or related diseases; shortness of breath, hearing loss or impairment. I am not taking any medication of any kind. I have not taken any alcoholic beverages or drugs within the last twelve hours. I have not been scuba diving within the last 24 hours.

( ) Please initial when read

**14) WAIVER OF RIGHTS.** I understand that by signing this document, I am giving up important legal rights, and it is my intent to do so.

( ) Please initial when read

**15) RULES AND CONDITIONS.** I accept that all rules and conditions are subject to change without notice.

( ) Please initial when read

**16) TRAINING.** I represent and warrant that I have been thoroughly and completely trained in all activities contemplated by this Agreement.

( ) Please initial when read

