

START SKYDIVING, LLC SKYDIVING AGREEMENT

**THIS IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING IT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS
PLEASE READ IT CAREFULLY**

In consideration of Start Skydiving, LLC allowing [redacted] to utilize the facilities and participate in the skydiving/parachuting, aviation, and related activities (hereinafter referred to as "activities covered by the Agreement"), I agree that:

1. ASSUMPTION OF RISK. I know and understand the scope, nature, and extent of the risks involved in the activities covered by this Agreement. I understand these risks include, but are not limited to: equipment malfunction and/or failure to function; defective and/or negligent design and/or manufacture of equipment; improper and/or negligent parachute packing and/or assembly; improper and/or negligent operation and/or use of the equipment; aircraft malfunction and/or negligent aircraft operation; carelessness and/or negligent instruction and/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 personal injury, damage to property, and/or death.

[redacted] *Initial*

2. EXEMPTION AND RELEASE FROM LIABILITY. I exempt and release the following persons, corporations, and organizations: Start Skydiving, LLC; all aircraft owners, and pilots with whom it contracts for flying services; the United States Parachute Association (USPA); the City of Middletown, B&B Aero, John & Suzanne Hart; and including all of each person's, corporations, and organization's officers, agents, servants, employees, representatives, lessors; (hereinafter collectively referred to as "Releasees"), 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, while upon the premises or aircraft or while participating in any of the activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive, of any of Releasees, or from any other cause.

[redacted] *Initial*

3. COVENANT NOT TO SUE. I agree never to institute any suit or action at law or otherwise against any of Releasees, 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 other fault, either active or passive, of any of Releasees, or from any other cause. 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 Releasees, nor shall they initiate or assist the prosecution of any claim for damages or 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, arising from activities covered by this Agreement, whether caused by the negligence and for other fault, either active or passive, of any of Releasees, 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 such suit or action at law or otherwise be instituted against any of Releasees, I agree that such Releasees shall be entitled to recover attorneys' fees and costs incurred in defense of such suit or action, including any appeals there from.

[redacted] *Initial*

4. INDEMNITY AGAINST THIRD PARTY CLAIMS. I will 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 persons or organizations and which arise directly or indirectly from my participation in the activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive, of any of Releasees or from any other cause.

[redacted] *Initial*

5. VALIDITY OF WAIVER. I understand and agree 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 Releasees 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 as evidence in court, and that agreements like this one have been upheld in courts in similar circumstances.

[redacted] *Initial*

6. REPRESENTATIONS AND WARRANTIES. 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 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, (b) I am not under any medication of any kind at the present time, and (c) **I DO DO NOT (circle one)** wear corrective lenses.

[redacted] *Initial*

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

NAME:

