

Date _____

Last Name MI First Name

Street Address

City/ Town State Zip Code

Mailing Address

Home Phone Mobile Phone E-Mail Address

_____/_____/_____
Birth Date Age Height Weight lbs. Would you like to be on our mailing list?
Yes / No (Please circle one)

Drivers License # Occupation

How Did You Hear About Us?

Emergency Contact Information:

Name Relationship

Street Address

Home Phone Alternate Phone

Medical Certificate:

USPA recommends that all parachutists either receive an FAA Class III Medical Examination or be examined by a medical physician prior to making parachute jumps. In lieu of these qualifications, members must complete the following medical certificate if they are to participate in parachute jumps.

I hereby certify that I have no physical infirmity, am not under treatment for any physical infirmity or chronic ailment, or injury of any nature, and that I have never been treated for any of the following: cardiac or pulmonary condition or disease, diabetes, fainting spells or convulsions, nervous disorder, kidney or related disease, high or low blood pressure.

I certify that all statements in this application are true and correct to the best of my knowledge, and that the medical facts are correct as stated.

Signature Date

Experienced Skydivers Only:

USPA # Exp. Date License Number & Current Ratings

_____/_____/_____
Reserve Pack Date Date of Last Jump & Location Total Number of Jumps

Parachute Make & Size Information we can release: Phone Number / Address / E-mail / None

Last Name

First Name

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 _____ at _____ (day) (month and year) (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.**

AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK

IN CONSIDERATION of being permitted to utilize the facilities and equipment of ALTITUDE EXPRESS INC., D.B.A. SKYDIVE LONG ISLAND (and its associated entities) to engage in parachute activities, ground instruction, flying and related activities, skydiving, freefall and Tandem jumping, hereinafter collectively referred to as “parachute/ skydiving activities”, as defined in paragraph 6 in this contract, I HEREBY AGREE AS FOLLOWS:

1. I understand that this document is a binding contract between myself and the entities described herein as SKYDIVE LONG ISLAND, and I certify that I am of legal age and under no legal disability which would prevent me from entering into a binding contract.

(_____) (Initial)

2. I am aware that “parachuting/ skydiving activities” are **inherently dangerous** and **may result in injury or death** and agree that the unforeseen may happen and no one can delineate all risks or possibilities of error. Therefore, I specifically include in this Release, any injury resulting from any occurrence, whether foreseen or unforeseen, and whether contemplated or not contemplated which is in any way connected with my “parachuting/ skydiving activities” and/ or on presence of the premises commonly know as CALVERTON ENTERPRISE PARK, the former GRUMMAN FACILITY, The Town of RIVERHEAD, or any other place or entity connected with SKYDIVE LONG ISLAND.

(_____) (Initial)

3. PARTIES INCLUDED: I understand that this Agreement, Release of Liability and Assumption of Risk includes but is not limited to, Ray Maynard, SKYDIVE LONG ISLAND, and any of its officers, board members, and shareholders, its or their agents, customers, associated entities, employees, volunteers, pilots, instructors, jumpmasters, the owners of the aircraft (which shall also include but not be limited to airfoils and balloons), SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, the former GRUMMAN FACILITY, The Town of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, and M-GBC, LLC, the owners of any land utilized for “skydiving/ parachuting activities”, adjacent property owners, the United States Parachute Association and its members, anyone working with or for SKYDIVE LONG ISLAND, any manufacturer of any piece of equipment or gear which I may use or am using at the time of my **INJURY** or **DEATH** and anyone involved in any way, shape, form, or manner in my “skydiving/ parachuting activities”, and specifically including but not limited to tandem or experimental test parachute jumping to include tandem parachute jumping, hereinafter collectively referred to in this Agreement, Release of Liability and Assumption of Risk as SKYDIVE LONG ISLAND.

(_____) (Initial)

4. This entire Contract, Release of Liability and Assumption of Risk is expanded to include all parties mentioned anywhere in the body of the document by name or by category, all vendors or suppliers of materials or equipment for “skydiving/ parachuting activities”, including but not limited to the manufacturer of the equipment, its employees, directors, officers and shareholders, and all associated entities, shareholders, partners, employees and all other persons in any way associated with any entity mentioned, either specifically or by implication, in the body of this document.

(_____) (Initial)

5. RISKS CONTEMPLATED: This Agreement is made in contemplation of all “skydiving/ parachuting activities”, which for purposes of this agreement shall include but not be limited to all occurrences contemplated or not contemplated, foreseen and unforeseen, instruction, parachute jumping, tandem or experimental test parachute jumping, ground instruction, flying and related activities, the exit from the aircraft, skydiving, freefall, time under the canopy, the landing, any rescue operations or attempts by SKYDIVE LONG ISLAND, whether on or off the designated landing area, or facilities used

by SKYDIVE LONG ISLAND, ground transportation provided to me by any entity in any way associated with SKYDIVE LONG ISLAND, and any activity whatsoever in any way, shape, form, or manner connected with my “skydiving/ parachuting activities” or my presence on or near the facility and grounds of SKYDIVE LONG ISLAND, and/or the airport which is used for my “skydiving/ parachuting activities”. These risks shall be referred to for the purposes of this Agreement as “skydiving/ parachuting activities”.

(_____) (Initial)

6. PARTIES BOUND BY THIS AGREEMENT: It is my understanding and intention that this Agreement, Release of Liability, and Assumption of Risk be binding not only on myself, but on anyone or any entity, including my estate and my heirs, that may be able to or do sue because of my **INJURY or DEATH**. It is further my understanding and agreement that this Release is intended to and does in fact release SKYDIVE LONG ISLAND as defined in paragraph 3 from any and all claims or obligations whatsoever, foreseen and unforeseen, contemplated or not contemplated, arising in any way from my participation in “skydiving/ parachuting activities”, even if caused by the negligence or other fault of SKYDIVE LONG ISLAND.

(_____) (Initial)

7. RELEASE OF LIABILITY: I hereby release and discharge SKYDIVE LONG ISLAND from any and all liability, claims, demands or causes of action that I may hereafter have for injuries or damages arising out of my participation in “skydiving/ parachuting activities” **even if caused by negligence or other fault** of SKYDIVE LONG ISLAND.

(_____) (Initial)

8. COVENANT NOT TO SUE: I further agree that I WILL NOT SUE OR MAKE CLAIM AGAINST SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, or The Town of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY and M-GBC, LLC for damages or other losses sustained as a result of my participation in “skydiving/ parachuting activities” **even if caused by negligence or other fault** of SKYDIVE LONG ISLAND.

(_____) (Initial)

9. INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY and HOLD SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, The Town of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, M-GBC, LLC HARMLESS from all claims, judgments and costs, including but not limited to actual attorney’s fees, and to reimburse them for any expenses whatsoever incurred in connection with any action brought as a result of my participation in “skydiving/ parachuting activities”, including but not limited to actions brought by myself or on behalf of my myself or my estate and further acknowledge that in the event of any lawsuit, this Release can and will be used against me by SKYDIVE LONG ISLAND.

(_____) (Initial)

10. ASSUMPTION OF RISK: I understand and acknowledge that “skydiving/ parachuting activities” are inherently dangerous and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN “SKYDIVING/ PARACHUTING ACTIVITIES” WHETHER SUCH RISK IS FORESEEN OR UNFORESEEN, CONTEMPLATED OR NOT CONTEMPLATED, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF SKYDIVE LONG ISLAND including but not limited to equipment malfunction from whatever cause, inadequate training, any deficiencies in the landing area, rescue attempts, bad landings or any other cause whatsoever, including but not limited to those set forth in paragraph 5, even if those injuries are caused by the negligence or any other fault of SKYDIVE LONG ISLAND.

(_____) (Initial)

11. LIMITATION OF WARRANTY: SKYDIVE LONG ISLAND hereby warrants that the equipment provided by SKYDIVE LONG ISLAND has been previously used for “skydiving/ parachuting activities”. This warranty is the only warranty made and is made in lieu of any other warranties, expressed or implied, including but not limited to warranty of merchantability or fitness for a particular purpose.

I have read the above paragraph, acknowledge that I understand it and accept the limitation of warranty.

(_____) (Initial)

12. In the event any agent of SKYDIVE LONG ISLAND is guilty of willful and wanton, or any conduct outside the scope of this contract, I agree that that agent’s action shall be beyond the scope of his/her employment and not attributable to anyone on any agency theory, or any other theory.

(_____) (Initial)

13. If I am making a student jump, I understand that I will be wearing a harness which will need to be adjusted by the jumpmaster. If my jump is a tandem jump, I understand that the tandem master will attach my harness to his and that this will put my body in close proximity to that of the tandem master. I specifically agree to this physical contact between the tandem master and myself.

(_____) (Initial)

14. DURATION OF RELEASE: It is my understanding and intention that this Release and Agreement be effective not only for my first jump but for any subsequent jumps or “skydiving/ parachuting activities” and shall be in full force and effect from the signing of this Agreement until such time it is cancelled by SKYDIVE LONG ISLAND.

(_____) (Initial)

15. I hereby agree to waive any and all duty of care, whether by omission or commission, or any other duty which may be owed to me by SKYDIVE LONG ISLAND.

(_____) (Initial)

16. ENFORCEABILITY: I agree that if any portions of this Agreement, Release of Liability and Assumption of Risk are found to be unenforceable or against public policy, that only that portion shall fall, but I specifically waive any unenforceability or any public policy argument that I may make or that may be made on behalf of my estate or by anyone who would sue because of my **injury** or **death**.

(_____) (Initial)

17. I am, by reading this paragraph, 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 in favor of SKYDIVE LONG ISLAND and against me and that all ambiguities be resolved in favor of SKYDIVE LONG ISLAND.

(_____) (Initial)

18. It is further agreed between the parties that no matter where venue lies, any lawsuits shall be filed in State Court of Suffolk County, New York. It is further agreed that in the event any lawsuit is filed other than in State Court of Suffolk County, New York or such other locations as SKYDIVE LONG ISLAND shall specify, on motion and at the option of SKYDIVE LONG ISLAND.

(_____) (Initial)

19. I hereby agree to reimburse SKYDIVE LONG ISLAND for loss or damage to any equipment of any kind whatsoever caused by my personal negligence or other wrongdoing.

(_____) (Initial)

20. I hereby authorize SKYDIVE LONG ISLAND or its assignee to take any photographs and videos as they may deem appropriate of myself or my party and to use those photographs and videos in such a manner as they may deem appropriate, including but not limited to uploading them on Facebook, You-Tube, or any other social networking website. I specifically waive any interest, proprietary or otherwise, I may have in such photographs.

(_____) (Initial)

21. I further acknowledge that I have been shown a video featuring an attorney who in general terms has explained the terms and conditions of this Release. I further acknowledge that I have been told that I do not have to go forward at this time and that any monies that I have tendered prior to this date, will be refunded in the event I chose not to continue.

(_____) (Initial)

22. I GIVE UP LEGAL RIGHTS: I understand that by signing this document I am giving up important legal rights and it is my intention to do so.

(_____) (Initial)

23. Even though I may have failed to initial some or all of the paragraphs of this document, I still intend to be bound by all paragraphs. I further understand that this document can only be amended in writing, with the amendment signed by the attorney for the drop zone and myself.

(_____) (Initial)

24. UNDERSTANDING OF AGREEMENT: I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND I WISH TO BE BOUND BY ITS TERMS AND I UNDERSTAND THAT BY SIGNING THIS, I HAVE FOREVER GIVEN UP IMPORTANT LEGAL RIGHTS.

(_____) (Initial)

I UNDERSTAND THAT WHEN I SIGN THIS DOCUMENT, I WILL BE GIVING UP ANY AND ALL RIGHTS WHICH I OR MY HEIRS MAY HAVE TO SUE ANYONE IN ANYWAY, SHAPE OR FORM, ASSOCIATED WITH MY SKYDIVE, EVEN IF THE ENTITY I INTEND TO SUE HAS CAUSED MY **INJURY OR DEATH** BY THEIR NEGLIGENCE.

I HAVE BEEN GIVEN AN OPPORTUNITY TO READ THIS DOCUMENT. I HAVE DONE SO. I UNDERSTAND ITS CONTENT. I INTEND THAT NOT ONLY I, BUT ALSO MY HEIRS, MY FAMILY AND ANYONE WHO MIGHT ACT ON MY BEHALF IN ANY CAPACITY WHATSOEVER BE BOUND BY ITS TERMS.

READ BEFORE YOU SIGN. YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.

DATED THE _____ DAY OF _____ (MONTH), 20_____

_____ SIGNATURE

_____ PRINT YOUR NAME

_____ WITNESS SIGNATURE

_____ PRINT WITNESS NAME