

SKYDIVE TWIN CITIES, LLC
WAVIER OF RIGHTS
RELEASE AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities and equipment of Skydive Twin Cities LLC, Baldwin Airport Properties LLC, Skerry Air LLC, Desert Sand Aircraft Leasing Co., Inc. any other leased aircraft, and to engage in parachute jumping, ground instruction, flying and related activities

(there in after referred to as "Parachute Activities"), I, _____ hereby agree to the following: **PRINT NAME**

1. I hereby forever RELEASE AND DISCHARGE (_____) Baldwin Airport Properties, LLC, the land **INITIAL**

owners of Baldwin Airport Properties, LLC, any and all concessionaires of Skydive Twin Cities LLC, Baldwin Airport Properties LLC, Skerry Air LLC, Skydive Twin Cities LLC, Catherine McCauley, Kerry McCauley, Connor McCauley, Claire McCauley, any leased aircraft, the United States Parachute Association, their officers, directors, agents, employees, instructors, pilots, jumpmasters, manufacturers, distributors, and dealers of skydiving equipment, the owners of the aircraft, Desert Sand Aircraft Leasing Co., Inc. (DSAL), and its officers, directors, shareholders and employees, and further including the pilot provided to fly the Aircraft, and land utilized for Parachuting Activities ("RELEASED PARTIES"), including, but not limited to, losses CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES as aforementioned above, obvious defects in the landing area ("drop zone"), the drop zone, or in the equipment used. (_____) **INITIAL**

2. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the RELEASED PARTIES for damages or other losses sustained as a result of my participation in Parachuting Activities. (_____) **INITIAL**

I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorney's fees, incurred in connection with any action brought as a result of my participation in Parachuting Activities including but not limited to losses CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES; or hidden, latent or obvious defects on the drop zone or in the equipment or aircraft used. (_____) **INITIAL**

THE INTENT OF THIS RELEASE IS TO RELEASE AND DISCHARGE THE RELEASED PARTIES OF ANY DUTY OF CARE TO ME WHAT SO EVER IN SO FAR AS IT IS POSSIBLE TO DO SO UNDER THE LAWS OF THE STATE OF WISCONSIN, MINNESOTA, and TEXAS. (_____) **INITIAL**

3. I understand and acknowledge that Parachuting Activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH PARACHUTING ACTIVITIES INCLUDING THE RISK OF PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES; and hidden, latent, or obvious defects on the drop zone or in the equipment or aircraft used. (_____) **INITIAL**

4. I HAVE BEEN ADVISED AND RECOGNIZE THAT MY Parachuting Activities are not covered by any personal accident or general liability insurance policy maintained by the RELEASED PARTIES. (_____) **INITIAL**
5. I understand that because of the unavoidable and unpredictable dangers involved in the use of parachutes the RELEASED PARTIES are making no warranty of any kind, expressed or implied, concerning any and all equipment, aircraft, or facilities provided by the RELEASED PARTIES. PARACHUTING is a dangerous sport and associated equipment, such as PARACHUTES, DO NOT ALWAYS WORK the way they are expected to. Furthermore, I understand that my stability and body position can drastically affect the operation of the parachute. (_____) **INITIAL**

I understand that the parachutes provided by the RELEASED PARTIES are provided without any warranty of merchant-ability and in particular without any warranty that they are fit to use in descending from an aircraft. Furthermore, I understand that there is no warranty that the parachutes have been packed without a hidden defect in the packing. I UNDERSTAND THAT I NEED NOT USE THE EQUIPMENT SUPPLIED BY A RELEASED PARTY, BUT I MAY USE MY OWN EQUIPMENT, IF IT IS APPROVED BY A CERTIFIED FAA RIGGER. (_____) **INITIAL**

The approval for use of any equipment by a certified rigger is not a warranty that the equipment is suitable for any purpose. I understand these disclaimers and I accept them. (_____) **INITIAL**

6. I understand that because of the nature of sport parachuting and Parachuting Activities, it is impossible for an instructor to determine with any degree of certainty that I have been properly trained to participate in the sport or that I have fully grasped and comprehended the instruction presented to me. Furthermore, it is impossible for an instructor to predict how anyone will react under the high-speed conditions and stress that are inherent in sport parachuting and Parachuting Activities. For that reason, I understand that there is no warranty, whatsoever, as to the adequacy of training provided by the RELEASED PARTIES TO ME. (_____) **INITIAL**

I understand that I will be required to warrant to the RELEASED PARTIES that based upon my own evaluation of the training I have received, I believe that I have been adequately trained and that I can safely perform a parachute jump and cope with the high-speed conditions and stress of sport parachuting and Parachuting Activities, before I will be allowed to make a parachute jump. (_____) **INITIAL**

7. I specifically agree that I have inspected to the degree I deem appropriate, all the land, facilities and equipment of Baldwin Airport Properties LLC, the land owners of Baldwin Airport Properties LLC, any and all concessionaires of Skydive Twin Cities LLC, Baldwin Airport Properties LLC, Skerry Air LLC, Skydive Twin Cities LLC, Catherine McCauley, Kerry McCauley, Connor McCauley, Claire McCauley, any leased aircraft, the United States Parachute Association, their officers, directors, agents, employees, instructors, pilots, jumpmasters, manufacturers, distributors, and dealers of skydiving equipment, the owners of the aircraft, Desert Sand Aircraft Leasing Co., Inc. (DSAL), and its officers, directors, shareholders and employees, and further including the pilot provided to fly the Aircraft, and land utilized for Parachuting Activities ("RELEASED PARTIES"). I acknowledge that the drop zone (landing area) does contain such dangerous objects as trees, fences, power lines, hills, roads, streams, buildings, rocks, hidden holes, uneven terrain, clods of dirt, unpredictable wind conditions, camping trailers, and other natural and man-made objects that can cause injury to me upon landing. Furthermore, I understand that the drop zone is in the vicinity of an active runway and that if I land near a taxiing aircraft my parachute may be caught by the aircraft or I may be struck by the aircraft, and I assume the risk of injury or death upon landing, and I understand that even under

the best conditions, landing is an extremely dangerous activity and injuries may occur. Based upon my independent evaluation of all the risks I REAFFIRM MY ASSUMPTION OF THESE EXTREME RISKS AND OTHERS SET FORTH IN THIS AGREEMENT. (_____) **INITIAL**

As part of the consideration for my being allowed to utilize the facilities of Skydive Twin Cities LLC, and other RELEASED PARTIES, I PROMISE NOT TO SUE (_____) any of the RELEASED PARTIES for any cause of action **INITIAL**

whatsoever; furthermore, I realize that the damages to the RELEASED PARTIES for any breach of this promise are uncertain and difficult to establish and that in the event I breach this promise I agree that the LIQUIDATED DAMAGES THAT I WILL BE LIABLE TO PAY TO EACH OF THE RELEASED PARTIES NAMED IN ANY LAWSUIT I MAY BRING IS \$25,000.00 (_____) FOR EACH DEFENDANT. **INITIAL**

I further agree that this provision for liquidated damages shall apply to any action in which I am required to indemnify the RELEASED PARTIES and it shall be in addition to any award made to a third party in each suit. (_____) **INITIAL**

8. I certify that considering my life style and the manner in which I am supporting my dependents, I have made adequate provisions for my spouse, if any, my children, if any, my heirs, if any, and all other persons dependent upon me so that in the event of my death they will be adequately provided for. (_____) **INITIAL**

I further agree that in the event I have any claim whatsoever against any of the RELEASED PARTIES arising out of my parachuting or skydiving activities including an action for personal injury, that it shall be a condition precedent to the filing of a lawsuit against any of the RELEASED PARTIES that the matter first be arbitrated by an arbitration board appointed by the board of governors of the society and that the decision and finding of that board shall be final and binding upon all persons. (_____) **INITIAL**

9. I understand that I may purchase, and have been given an opportunity to purchase, from Skydive Twin Cities LLC, relief from the release and waiver of claims provisions, indemnification provisions, and covenant not to sue provisions set forth in Paragraphs 1, 2, and 7 of this contract for an additional payment of Five Hundred Dollars (\$500.00). I understand and agree that this purchase option does not constitute a contract of insurance but constitutes a negotiated release only to the provisions set forth in Paragraphs 1, 2, and 7 that provide for a release and waiver of claims, indemnification, and a covenant not to sue the Released Parties of this contract that would otherwise be binding against me, and that all other provisions of this Agreement shall remain in full force and effect. (_____) **INITIAL**

10. I certify that I have been given a sufficient opportunity to fully review, discuss, and negotiate the terms of this contract with the Released Parties prior to signing this contract. (_____) **INITIAL**

11. I hereby consent to the use of all visual documentation of my skydive for promotional usage by the RELEASED PARTIES. (_____) **INITIAL**

12. If a court should decide that any clause in this contract is illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof. (_____) **INITIAL**

13. I am not currently under treatment for any of the following medical conditions:

- Cardiac or pulmonary condition, disease, or any other heart condition
- High or low blood pressure
- Fainting spells or convulsions
- Hearing loss or impairment
- Nervous disorders
- Diabetes
- Kidney or related diseases
- Shortness of breath
- Psychiatric disorders
- Subluxation or joint dislocation

I further certify that I am not on any regular medication and have not taken any alcoholic beverages or drugs within the last twelve (12) hours. I also recognize that it is against Federal, State, United States Parachute Association and RELEASED PARTIES rules and regulations to take either alcohol or drugs while engaging in Parachuting Activities and agree to refrain from doing so. (_____)

INITIAL

14. I fully understand there are no refunds, and rain checks will be issued in the case of inclement weather.

(_____)

INITIAL

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY. FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

Dated _____

Signature _____

Print Name _____

Witness _____

IMPORTANT LEGAL DOCUMENT READ

CAREFULLY

Skydive Twin Cities, LLC

**ASSUMPTION OF RISKS AND HAZARDS,
WAIVER OF RIGHTS, RELEASE, AND INDEMNITY AGREEMENT**

WARNING!!!! By signing this document, you are giving up valuable legal rights in the event you should be able to win your lawsuit even though someone beside yourself was legally at fault.

FURTHERMORE, there is no insurance coverage provided by the Released Parties for any injuries that may happen to you while parachuting, skydiving, or riding in aircraft, and even if insurance exists, this document is intended to waive and release your right to collect any such insurance benefits.

NOTICE!!!! There are a number of other parachuting schools that you may choose if you do not want to sign this Assumption Of Risks and Hazards, Waiver of Rights, Release and Indemnity Agreement. Ask the instructor for the list if you do not want to sign this document and it will be furnished to you.

DO NOT SIGN THIS DOCUMENT until you have had an opportunity to think about the consequences of signing this form and discuss them with whomever you desire.

NOTICE! There is an accident report file available for your inspection that illustrates some of the injuries that have occurred at this parachute center and elsewhere in the United States to persons engaged in sport parachuting and skydiving. If you want to inspect this file before making a parachute jump, ask the instructor for it.

IMPORTANT LEGAL DOCUMENT READ

CAREFULLY

Signature

Print Name

Date