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# Skydive OBX, LLC

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Release and Waiver of Liability, Assumption of Risk, 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.**

***For more information or questions about your skydive, please consult your instructor.***

***For more information about this document, please seek professional legal advice.***

**I AM AWARE THAT PARACHUTE INSTRUCTION, SKYDIVING, AND JUMPING ARE ULTRA HAZARDOUS ACTIVITIES, AND AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO WAIVE ANY RIGHT I MAY HAVE TO SUE SKYDIVE OBX AND ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ( \_\_\_\_\_ ) Please initial when read**

I, \_\_\_\_\_ (student passenger parachutist or participant), hereby acknowledge that I have reached the age of eighteen (18), and I have voluntarily applied to participate in parachuting instruction and training, culminating in a parachute jump at Skydive OBX LLC of Manteo, North Carolina. 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 OBX LLC, N3546F LLC, City of Manteo, Dare County Regional Airport, I hereby agree as follows:

Print name as you want it to appear on your First Jump Certificate

First Name

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Last Name

**1) RELEASE OF LIABILITY.** I hereby release and discharge Skydive OBX LLC, N3546F LLC, USPA and manufacturers, distributors and dealers of skydiving equipment, the City of Manteo, Dare County Regional Airport, and any and all of their Instructors, contractors and subcontractors, 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 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 understand that I will be performing a parachute jump or jumps in a program pursuant to Federal Aviation Regulations 14 CFR Part 105.45 and other applicable regulations, for tandem parachute jumps by persons wearing a dual harness, dual parachute pack. I understand that parachute jumping is very dangerous and that parachute jumping will expose me to risk of serious personal injury, death and/or property damage. I understand that the parachuting activities in which I will be participating include but are not limited to parachute jumping, ground instruction, flying and related activities, the exit, the freefall, time under canopy, the landing, any rescue operations or attempts by Skydive OBX, LLC whether on, above, or off area known as Manteo, North Carolina, or any facilities used by Skydive OBX, LLC. I understand that the success of my jump depends upon the perfect functioning of the airplane from which I intend to jump and of the parachute system, but that neither the airplane nor the parachute system can be entirely depended upon to function

perfectly, because each of them is subject to mechanical malfunction and operator error. For the thrill of participating in this activity, I freely and voluntarily choose to assume all the risks inherent in parachute jumping, including but not limited to risks of equipment malfunction or failure to function which may result from some defect in design or manufacture or from improper or negligent operation or use of the equipment.

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

**3) COVENANT NOT TO SUE.** I, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns agree never to institute any suit or action at law or otherwise against the Releasees, their officers, directors, agents, employees, representatives, servants, shareholders, suppliers, operators of motor vehicles, operators of ground transportation, operators of airlift aircraft, or against the owners or lessees of land upon which the parachute jumping and related aircraft operations are conducted, nor to initiate or assist the prosecution of any claim for damages or cause of action which I, my heirs, next of kin, distributees, executors, administrators or assigns hereafter may have by reason of death or injury to my person or to my property arising from the activities contemplated by this Agreement which I ever had or may have in the future. (\_\_\_\_\_) **Please initial when read**

**4) INDEMNITY AGAINST CLAIMS.** I hereby agree that, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns will indemnify, defend, save and hold harmless the Releasees, their officers, directors, agents, representatives, servants, employees, and shareholders, suppliers, and operators of ground transportation and airlift aircraft as well as the owners and lessees of land upon which these activities are conducted from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any persons or organizations arising directly or indirectly from my parachute jumping. (\_\_\_\_\_) **Please initial when read**

**5) DAMAGES, ATTORNEY'S FEES AND COSTS.** Should any suit or action at law or otherwise be instituted in violation of this Agreement against any of the Releasees, organizations and/or persons described herein, I, on behalf of myself, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns, agree that such organizations and/or persons shall be entitled to recover, in addition to any other damages which may be incurred, attorney's fees and costs incurred in the defense of such action, including any appeals there from. (\_\_\_\_\_) **Please initial when read**

**6) VALIDITY OF AGREEMENT.** 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, I understand that 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) REVOCATION.** I agree that this Agreement cannot be revoked after I have started the parachute jump process. I agree that any revocation of this Agreement shall be made in writing, signed by me, and delivered to an officer of Skydive OBX LLC, by hand delivery. The revocation is not effective unless a written delivery receipt is issued by Skydive OBX LLC. Any revocation will make an express reference to this Agreement. I understand that until a valid revocation is delivered, accepted, and documented by a delivery receipt as required in this paragraph, this Agreement will remain in full force and effect and will continue indefinitely. In the event that this Agreement is claimed to be in conflict with any other waiver, release, or agreement that I may have signed, it is my intent that this Agreement be interpreted to extend maximum protection to the Releasees. (\_\_\_\_\_) **Please initial when read**

**8) NO INSURANCE AVAILABLE.** I understand that the activities covered by this Agreement are not covered by any accident or liability insurance policy issued to any of the Releasees. (\_\_\_\_\_) **Please initial when read**

**9) 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**

**10) WAIVER OF JURY TRIAL/APPLICABLE LAW/VENUE/ARBITRATION.** I agree that the law of the State of North Carolina shall apply to issues involving the construction, interpretation, and validity of this Agreement, and that North Carolina law shall govern any dispute between the parties arising from the activities covered by this Agreement. I acknowledge that I have waived my right to sue the Releasees for any and all reasons, and I would be violating this Agreement if I bring a lawsuit or claim against any of the Releasees, organizations and/or persons described herein. If an action is commenced regarding the construction, interpretation and validity of this Agreement, I agree that Dare County, North Carolina shall be the sole venue for any suit or

action arising from the activities covered by this Agreement, to which jurisdiction I, on behalf of myself, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns, agree to submit. I agree that I am waiving and not entitled to a jury trial on any claim, matter, or issue arising out of the Agreement and Release or my dealings and interactions with the Releasees. I further agree that the Releasees, in their sole discretion, for claims they may have against me or my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns, may compel me, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns to submit said claim to arbitration to be held in Dare County North Carolina in accordance with the Arbitration Rules of the American Arbitration Association. ( \_\_\_\_\_ ) Please initial when read

**11) LIMITATION OF WARRANTY.** The Releasees warrant that the equipment provided for Skydiving/parachuting activities has been previously used for skydiving/parachuting activities or is the type of equipment used in 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

**12) 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 North Carolina 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

**13) CONTINUATION OF OBLIGATIONS.** I agree and acknowledge that the terms and conditions or the foregoing ASSUMPTION OF RISK, RELEASE OF LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGAINST CLAIMS shall continue in full force and effect now and in the future at all times during which I participate either directly or indirectly in parachute jumping and shall be binding upon my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns of my estate. ( \_\_\_\_\_ ) Please initial when read

**14) REPRESENTATIONS AND WARRANTIES.** I represent and warrant that (a) I have no physical infirmity or chronic ailment, except those listed below, am not under treatment for any physical infirmity or chronic ailment or injury of any nature, and have never been treated for 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. (b) I am not taking any medication of any kind. I have not taken or consumed any alcoholic beverages or drugs within the last twelve hours. I have not been scuba diving within the last 24 hours. (c) I **DO / DO NOT (strike one)** wear corrective lenses. ( \_\_\_\_\_ ) Please initial when read

List Infirmities. If none, then state "NONE" \_\_\_\_\_

**15) UNDERSTANDING OF AGREEMENT AND WAIVER OF RIGHTS.** I have read and understand this Agreement and Release. If English is not my native or first language, I either can sufficiently read English such that I fully understand the terms of this Agreement and Release, and/or this Agreement and Release has been read to me in my native language and I fully understand the terms of this Agreement and Release. I understand that signing this document surrenders important legal rights for me, and that I intend to do so after fully reading, understanding, and contemplating this Agreement and the rights I am waiving. ( \_\_\_\_\_ ) Please initial when read

**16) RULES AND CONDITIONS.** I have reviewed and understand all applicable rules and conditions; I accept that all rules and conditions are subject to change without notice; and I agree to follow all applicable rules and conditions. ( \_\_\_\_\_ ) Please initial when read

**17) TRAINING.** I represent and warrant that I have been thoroughly and completely trained in all activities contemplated by this Agreement. ( \_\_\_\_\_ ) Please initial when read

**18) TANDEM EQUIPMENT.** I understand that it is necessary for me to be suited with a harness which will allow me to be hooked to my instructor's harness. I further understand that, for safety reasons, it is imperative that this harness fit snugly about my body and it may be necessary for my instructor or other employees or Operator to touch me in places I find personal and offensive. I further understand that the harness, when attached to the instructor during the actual skydive, places my body in close proximity to that of my instructor. By affixing my initials beneath this paragraph, I acknowledge that I understand the procedure of fitting me with a tandem harness and waive any claim which I might have against the Operators by reason of same.

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

**19) PHOTO & VIDEO RELEASE.** For valuable consideration received, I hereby grant to "Skydive OBX LLC" (referred to in this section as "Photographer") and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish any and all photographic, sound or video imagery of me, or in which I may be included, for editorial, trade, advertising and any other purpose and in any manner and medium, to alter the same without restriction; and to copyright the same. This includes any and all uses. The purchase price is for personal use only. I hereby release Photographer and its legal representatives and assigns from all claims and liability relating to said photographs. ( \_\_\_\_\_ ) Please initial when read

**20) ENTIRE AGREEMENT.** I understand this Release contains the entire agreement between parties to this agreement and the terms of this Release are contractual and not a mere recital.

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

*Please clearly handwrite the statement below:*

**"I HAVE FULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO THIS RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE, AND I HAVE SIGNED IT OF MY OWN FREE WILL"**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

this \_\_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_\_ (year) at Skydive OBX LLC, Manteo, NC.

**Signature:** \_\_\_\_\_ **Print Full Name:** \_\_\_\_\_

Street Address:		Telephone:		How did you hear about us? <input type="checkbox"/> Online <input type="checkbox"/> Billboard <input type="checkbox"/> Plane Banner <input type="checkbox"/> Rack Card <input type="checkbox"/> Word of Mouth <input type="checkbox"/> Print Ad _____ <input type="checkbox"/> Other _____
City:		State/Province:	Jumped before? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Zip/Postal Code:	Country:	Email:		
Height:	Weight:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth:	
Emergency contact (not on plane with you):		Relationship:	Telephone:	
<b>Experienced Jumper Only:</b>				
USPA Membership #:	Expire Date:	License Number:	How many jumps:	Reserve Repack Date:
<b>Witness: (Skydive OBX will sign below)</b>				
<b>Sign:</b> _____		<b>Date:</b> _____		<b>Title:</b> _____

# 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 Skydive OBX LLC, 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) MANTEO NC (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.**