



Green Mountain Skydiving, LLC. Registration Form and Release of Liability Agreement

Arrival Time: _____

Age Verification/ID: _____

Waiver Completed/Signed: _____

Weight: _____

Video: _____

Payment: _____

Instructor: _____

(Exp.) Copy Data Card/In Date: _____

(Exp.) Copy USPA License: _____

(Exp.) Logbook Checked: _____

(Exp.) Briefing: _____

Personal Information:

Last Name First Name Middle Initial

Date of Birth: ____/____/____ Age: ____

Street Address: _____

City: _____ State: _____ ZIP: _____

Email: _____

Phone: (____) _____ Sex: _____ Height: _____ Weight: _____

If a Licensed Skydiver:

USPA No. _____ Exp. Date of USPA _____ USPA License No. _____

Current Ratings _____ Last Date Reserve Packed: _____ Total Jumps: _____

In Case of Accident, Injury or Death Please Notify:

Name: _____ Relationship: _____

Address: _____

City: _____ State: _____ ZIP: _____

Home Phone: (____) _____ Work Phone: (____) _____

How did you hear about Green Mountain Skydiving, LLC? (Please Circle One)

Friend or Family made a skydive here
Facebook

Word of Mouth
Web Search

Other (Please State Where)
Flyers/Brochures

STATEMENT OF MEDICAL FITNESS

I, the participant (“**PARTICIPANT**”), hereby certify, represent and warrant that I have no physical or mental infirmities, except as listed below; I am not under treatment for any other physical or mental infirmity or chronic ailment or injury of any nature; and I have never been treated for or diagnosed to have any of the following: cardiac or pulmonary conditions or diseases, diabetes, fainting spells or convulsions, nervous disorders, mental illness, depression, kidney or related diseases, high or low blood pressures, shortness of breath or any other disability which might in any way affect my ability to participate in parachuting/skydiving training and/or jumping, flying, or related activities.

Please state any current INFIRMITIES or EXCEPTIONS (if none, write “none” on the line below)

_____ (_____) Initial here

WARNING!

I UNDERSTAND THAT SKYDIVING, PARACHUTING, FLYING AND ALL OF ITS RELATED ACTIVITIES ARE DANGEROUS AND THERE ARE SERIOUS RISKS INVOLVED IN MY PARTICIPATION. I CAN BE **SERIOUSLY, CATASTROPHICALLY, AND PERMANENTLY INJURED, DISFIGURED, OR EVEN KILLED** AS A RESULT OF MY PARTICIPATION IN SKYDIVING, PARACHUTING, FLYING OR ALL OF ITS RELATED ACTIVITIES. I, AS AN INDIVIDUAL PARTICIPANT, REGARDLESS OF EXPERIENCE, HAVE FINAL RESPONSIBILITY FOR MY OWN SAFETY. I FURTHER UNDERSTAND THERE IS NO MEDICAL INSURANCE CARRIED BY GREEN MOUNTAIN SKYDIVING, LLC AVAILABLE FOR ANY INJURIES I SUSTAIN AND THERE IS NO LIABILITY INSURANCE AVAILABLE TO GREEN MOUNTIAN SKYDIVING LLC OR THE OTHER RELEASED PARTIES AS DEFINED IN THE **SKYDIVING ACTIVITIES AGREEMENT, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK** THAT I WILL SIGN BEFORE ENGAGING IN THESE ACTIVITIES.

I am not under the influence of alcoholic beverages, I have not ingested any substances, nor have I taken any prescription medication within the past 24 hours that may affect my judgment or ability to perform. I agree not to jump now or in the future under the influence of alcohol or other drugs or substances.

(_____) Initial here

I have read the attached **SKYDIVING ACTIVITIES AGREEMENT, RELEASE OF LIABILITY AND ASSUMPTION OF RISK**; I understand that it is a legal contract binding on me. I understand what it says. I intend to be bound by what it says and I know that when I sign it, I give up important legal rights.

(_____) Initial here

Signature of Participant

Dated

**SKYDIVING ACTIVITIES
AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK**

IN CONSIDERATION of being permitted to utilize the facilities and equipment of GREEN MOUNTAIN SKYDIVING, LLC, FREEFALL AVIATION, LLC, PARA-LEASE, LLC, WILLIAM H. MORSE STATE AIRPORT and their associated entities and facilities to engage in parachuting/skydiving activities, ground instruction, flying and aviation activities, and all other related activities including, but not limited to, solo, experimental and/or tandem skydiving, hereinafter collectively referred to as "SKYDIVING ACTIVITIES," as defined in this contract,

I, _____ HEREBY AGREE TO THE TERMS OF THIS SKYDIVING ACTIVITIES AGREEMENT, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK ("AGREEMENT") AS FOLLOWS:

Name of Individual (Print): _____

I understand I am not required to engage in SKYDIVING ACTIVITIES, but if I desire to do so, I am not required to do so with or at GREEN MOUNTAIN SKYDIVING, LLC. I understand there are other drop zones within a 150-mile radius of the Town of Bennington, Vermont. Those drop zones are listed in the phone book or can be located via the internet. **I further understand I may take this document to my personal attorney for review.**

**I HAVE DONE SO. (_____) Initial here.
I ELECT NOT TO DO SO. (_____) Initial here.**

1. PARTIES INCLUDED. I understand that this AGREEMENT covers but is not limited to GREEN MOUNTAIN SKYDIVING, LLC., its owners, officers, shareholders, their agents, customers, associated entities, pilots, jumpmasters, instructors, guides, technicians, independent contractors, and all other employees, volunteers, and/or owners of any and all aircraft used for SKYDIVING ACTIVITIES, including FREEFALL AVIATION, LLC, its owners, officers, shareholders, their agents, pilots, attendants, mechanics, and all other employees, independent contractors, volunteers, representatives, owners of the parachute systems and other equipment utilized in my SKYDIVING ACTIVITIES, including PARA-LEASE, LLC, its owners, officers, shareholders, their agents, employees, riggers, packers, independent contractors, volunteers and representatives, the Town of Bennington, the State of Vermont, owners of any land utilized for SKYDIVING ACTIVITIES, including THE WILLIAM H. MORSE STATE AIRPORT, adjacent property owners, the UNITED STATES PARACHUTE ASSOCIATION and its members, any manufacturers, distributors and dealers of skydiving equipment, any owner or entity charged with the set-up, inspection or maintenance of any piece of equipment which I may use or which is in any way, shape or form being used in connection with my SKYDIVING ACTIVITIES at the time of my **INJURY** or **DEATH**, and anyone involved in any way, shape, form or manner in my SKYDIVING ACTIVITIES, specifically including but not limited to solo, tandem and/or experimental test parachute jumping, hereinafter collectively referred to in this AGREEMENT as "**RELEASED PARTIES.**"

(_____) Initial here.

2. RELEASED PARTIES. The term RELEASED PARTIES is expanded to include all parties mentioned anywhere in the body of this AGREEMENT by name or by category, all vendors, manufacturers, suppliers or owners of materials or equipment used for SKYDIVING ACTIVITIES, including but not limited to the manufacturers, distributors, and/or sellers of the equipment, their employees, directors, officers and shareholders, and all associated entities, shareholders, partners, employees, independent contractors and all other persons or entities which are in any way, shape or form associated with any entity mentioned in the body of this document, either specifically, by category or by implication.

(_____) Initial here.

3. LEGAL AGE TO CONTRACT. I understand that this AGREEMENT is a legally binding contract which is binding on myself and my heirs and in favor of the RELEASED PARTIES. I hereby state that I am of lawful age to enter into this AGREEMENT (18 YEARS OF AGE OR OLDER) and that I was required to and did produce identification reflecting that I was of said age. I further state and affirm that I am under no legal disability that would prevent me from entering into a binding contract. I understand that the terms contained herein are contractual in nature and are not mere recitals. **I HAVE READ, UNDERSTAND AND INTEND TO BE BOUND BY ALL OF THESE TERMS, AND HAVE EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, BEING UNDER NO COMPULSION, REAL OR PERCEIVED, TO EXECUTE THIS AGREEMENT.**

(_____) Initial here.

4. **ACTIVITIES CONTEMPLATED.** This AGREEMENT is made and intended to cover my participation in all SKYDIVING ACTIVITIES, which, for purposes of this AGREEMENT shall include but shall not be limited to, all activities and occurrences contemplated or not contemplated, foreseen and unforeseen, likely or unlikely to occur, including but not limited to, instruction, training, simulation, practice, parachute jumping, tandem, solo and/or experimental test parachute jumping, ground instruction, flying and related activities, entry and exit from the aircraft, skydiving, freefall, canopy opening, time under the canopy, landing, (including but not limited to crash landings), either under canopy or not, inside or outside the aircraft, equipment malfunctions of any kind, any rescue operations attempted or requested by RELEASED PARTIES, whether on or off the designated landing area and/or any facilities used by RELEASED PARTIES, ground transportation provided to me by any entity in any way associated with RELEASED PARTIES, and any activity which is in any way, shape, form or manner whatsoever connected with my SKYDIVING ACTIVITIES or my presence on, in or near the facilities, ground locations, aircraft and/or vehicles used and or related to the use of RELEASED PARTIES. This includes any activity which is or may be claimed to cause or contribute to my **INJURY** or **DEATH**, even if caused directly or indirectly by the alleged negligence or other fault on the part of RELEASED PARTIES.

(_____) Initial here.

5. **I HEREBY AGREE TO WAIVE, AND DO WAIVE, ANY AND ALL DUTY OF CARE, WHETHER BY OMISSION OR COMMISSION, OR ANY OTHER DUTY, WHICH MAY BE OWED OR CLAIMED TO BE OWED TO ME BY RELEASED PARTIES, ASSUMING FOR MYSELF ALL OF THE DUTIES OF CARE THAT ACCOMPANY AND/OR RELATE TO MY PARTICIPATION IN SKYDIVING ACTIVITIES.**

(_____) Initial here.

6. **INHERENT RISK AND MISTAKE.** I am aware that SKYDIVING ACTIVITIES are **inherently dangerous** and **may result in INJURY and/or DEATH** and I agree that no one can delineate all risks that I may encounter or all possibilities of error and/or mistake that can take place. Therefore, I specifically include in and expressly assume by this AGREEMENT, any **INJURY** or **DEATH** resulting from any occurrence, whether foreseen or unforeseen, whether contemplated or not contemplated, whether resulting from the inherent risks and/or mistakes, or negligent acts of myself or others which arise out of or are in any way connected with my participation in SKYDIVING ACTIVITIES under this AGREEMENT, my presence on or within the premises of the RELEASED PARTIES, and/or my presence in any aircraft and/or vehicle owned or used by RELEASED PARTIES for these SKYDIVING ACTIVITIES.

(_____) Initial here.

7. **ASSUMPTION OF RISK.** I understand and acknowledge that SKYDIVING ACTIVITIES are inherently dangerous and that no amount of care, caution, instruction or expertise can eliminate these dangers. **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH AND/OR PERSONAL INJURY WHICH I MAY SUSTAIN WHILE PARTICIPATING IN SKYDIVING ACTIVITIES, WHETHER SUCH RISK IS FORESEEN OR UNFORESEEN, CONTEMPLATED OR NOT CONTEMPLATED, WHETHER SUCH RISK IS INHERENT IN THE ACTIVITIES AND/OR WHETHER IT MAY BE CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF RELEASED PARTIES,** including but not limited to equipment malfunction from whatever cause, inadequate and/or misunderstood training, any alleged deficiencies in the equipment operation, landing area, rescue attempts, weather decisions (including but not limited to wind, precipitation and/or cloud conditions), bad landings, or any other cause whatsoever, including but not limited to those set forth in other paragraphs of this AGREEMENT, even if any such **INJURIES** or **DEATH** are caused by the negligence or fault of one or more RELEASED PARTIES.

(_____) Initial here.

8. **PARTIES BOUND BY THIS AGREEMENT.** It is my understanding and intention that this AGREEMENT be binding not only on myself, but on anyone or any entity who is making a claim on my behalf, including but not limited to my estate and my heirs or anyone who may attempt an action or suit arising out of my **INJURY** or **DEATH**, including the individual or entity paying for my SKYDIVING ACTIVITIES, if other than myself.

(_____) Initial here.

9. **RELEASE OF LIABILITY.** I hereby release and discharge **to the fullest extent allowed by law** the RELEASED PARTIES from any and all liability, claims, demands, suits, actions or causes of action that I and/or any person or entity may have on account of or arising out of any **INJURY** or **DEATH** which I may sustain or any

damages of any kind arising out of my participation in SKYDIVING ACTIVITIES under this AGREEMENT, even if caused by the negligence or other fault of one or more RELEASED PARTIES. I agree and understand that pursuant to the terms of this AGREEMENT, the RELEASED PARTIES, including the owners and operators of the aircraft, any equipment used in my SKYDIVING ACTIVITIES, the landowners whose land I may enter and/or land upon, any owners and operators of any vehicles I may enter, and the tour operator, have no legal responsibility and/or liability for my acts or my safety. I understand that by entering this AGREEMENT I am giving up a broad scope of legal rights which I may otherwise have had.

(_____) Initial here.

10. COVENANT NOT TO SUE. In exchange for good and valuable consideration, including but not limited to being allowed to participate in SKYDIVING ACTIVITIES, the sufficiency of which is hereby acknowledged, I further agree that **I, my estate, or any person or entity acting on my behalf or on behalf of my estate will not sue or make any claim, whether at law, equity or otherwise, against RELEASED PARTIES** for damages or other losses, including my **INJURY OR DEATH**, which may be sustained as a result of and/or during these SKYDIVING ACTIVITIES, even if caused by the negligence or other fault of RELEASED PARTIES. I further agree that **I, my estate or anyone or any entity acting on my behalf or on behalf of my estate, will not initiate or assist in the prosecution of any claim for damages or cause of action which I, my heirs, executors, or administrators hereafter may have by reason of injury and/or death to my person or property arising from SKYDIVING ACTIVITIES under this AGREEMENT.**

(_____) Initial here.

11. INDEMNIFICATION AND HOLD HARMLESS. I also agree to INDEMNIFY AND HOLD HARMLESS RELEASED PARTIES from and against all claims, judgments, disbursements, demands and costs, including but not limited to reasonable attorneys' fees, and to reimburse RELEASED PARTIES for any expenses whatsoever incurred in connection with any action or lawsuit brought as a result of my participation in SKYDIVING ACTIVITIES, including but not limited to actions brought by myself, on my behalf, or on behalf of my estate, **including but not limited to repayment to RELEASED PARTIES of any attorney's fees, costs, and/or judgments obtained against, pursued and/or collected from RELEASED PARTIES**, even if RELEASED PARTIES are claimed or found to be negligent or otherwise at fault for my injuries and/or death.

(_____) Initial here.

12. INDEMNITY AGAINST THIRD PARTY CLAIMS. I further agree to indemnify, save and hold harmless the RELEASED PARTIES from and against any and all losses, claims, suits, complaints, actions or proceedings of every kind or character, including attorney's fees and expenses, which may be prosecuted or initiated by any other persons or organization against RELEASED PARTIES and which arise directly or indirectly from my actions and participation in SKYDIVING ACTIVITIES under this AGREEMENT, including but not limited to any acts and/or omissions that I may make or be accused of in connection with these SKYDIVING ACTIVITIES.

(_____) Initial here.

13. VALIDITY OF CONTRACT. I understand that if I institute any suit or action for any claim for damages of any kind arising from my participation in SKYDIVING ACTIVITIES, this AGREEMENT will be used against me in court. If I violate this AGREEMENT by instituting or threatening legal action, I further agree to pay all defense costs and expenses, including reasonable attorney's fees, which the RELEASED PARTIES may incur in defense and opposition to such suit, action or claim.

(_____) Initial here.

14. INSURANCE. I understand and agree that **I MUST SEEK INDEPENDENT MEDICAL ADVICE** regarding any questions concerning my physical and mental ability to participate in SKYDIVING ACTIVITIES. I further agree for myself and for my heirs, assigns, representative, successors and administrators that neither I nor any of my heirs, assigns, representatives, successors or administrators will seek reimbursement or indemnification from any RELEASED PARTIES for any payments of any kind, including insurance payments for medical care and/or liability, or for reimbursement for any expenses, including but not limited to medical, funeral and/or burial expenses, which may be incurred in connection with these SKYDIVING ACTIVITIES.

(_____) Initial here.

15. **LIMITATION OF WARRANTY.** RELEASED PARTIES hereby represent that the equipment provided by RELEASED PARTIES has been previously used for SKYDIVING ACTIVITIES. This representation is the only representation made and is made in lieu of any and all warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. **RELEASED PARTIES, IN ACCORDANCE WITH VERMONT LAW, HEREBY EXPRESSLY DISCLAIM AND EXCLUDE TO THE FULLEST EXTENT ALLOWED BY LAW ANY AND ALL IMPLIED WARRANTIES OF DESIGN, MANUFACTURE, WORKMANSHIP, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SAID EQUIPMENT.** In accepting this limitation of warranty, I SPECIFICALLY WAIVE ANY CLAIM I MAY MAKE FOR DEFECT IN DESIGN, MANUFACTURE, WORKMANSHIP, INSPECTION OR ANY OTHER DEFECT IN SAID EQUIPMENT AND WAIVE ANY CLAIM I MAY MAKE THAT AN ALTERNATE DESIGN WAS AVAILABLE THAT WOULD HAVE BEEN SAFER OR IN ANY WAY BETTER, OR THAT THE DESIGN OR SET UP USED FOR MY SKYDIVING ACTIVITIES FAILED TO COMPLY WITH INDUSTRY STANDARDS AND/OR REASONABLE BEST PRACTICES.

(_____) Initial here.

16. **LIMITATION OF SCOPE OF ACTIONS OF AGENTS.** In the event any agent, claimed agent, independent contractor, or employee of RELEASED PARTIES is alleged to be at fault for willful, wanton, and/or grossly negligent acts, conduct and/or related misconduct, or any conduct claimed to be or deemed to be outside the scope of anticipated SKYDIVING ACTIVITIES envisioned under this AGREEMENT, I agree that any such action of agent, claimed agent, independent contractor, and/or employee action shall be deemed to have been beyond the scope of his/her/its relationship to RELEASED PARTIES and shall not be attributable to RELEASED PARTIES on any agency or other legal theory. This AGREEMENT shall apply to any acts which are alleged to be, or are deemed to be, willful, wanton and/or grossly negligent on the part of any agent, claimed agent, independent contractor, employee, or any person or entity allegedly acting on behalf of RELEASED PARTIES.

(_____) Initial here.

17. **TANDEM JUMPS.** If I am making a student and/or tandem jump, I understand that I will be wearing a separate harness which will need to be adjusted several times. I understand that because it is critical to my safety that my harness be properly adjusted to my body, my instructor, and possibly others involved in helping me make my jump, may need to touch areas of my body that might otherwise seem inappropriate. If my jump is a tandem jump, I understand that the instructor will attach my harness to his/her person and that this will put my body in close physical contact to that of the tandem instructor. I specifically agree and consent to this physical contact between the tandem instructor and myself.

(_____) Initial here

18. **DURATION OF RELEASE.** It is my intention that this AGREEMENT and the waiver/release of the rights contained herein, be effective not only for my first session of SKYDIVING ACTIVITIES, but for all subsequent SKYDIVING ACTIVITIES in which I may participate which are in any way associated with the RELEASED PARTIES. I intend that this AGREEMENT shall remain in full force and effect from the date of signing of this AGREEMENT through and including any subsequent SKYDIVING ACTIVITIES. I further agree that any subsequent AGREEMENT signed by me for SKYDIVING ACTIVITIES with RELEASED PARTIES shall adopt and affirm the terms of this AGREEMENT to the extent they are not inconsistent with each other, and that any and all such inconsistencies shall be decided in favor of RELEASED PARTIES. I agree and acknowledge that the terms and conditions of this AGREEMENT shall continue in full force and effect now and in the future as stated herein and shall be binding upon my heirs, executors, administrators and personal representatives of my estate.

(_____) Initial here.

19. **SEVERABILITY/ENFORCEABILITY.** I agree that if any portion(s) of this AGREEMENT are found to be against public policy or otherwise unenforceable for any reason, only such portion which is deemed as against public policy or unenforceable shall be stricken and the remaining portions shall continue with full force and effect. **FURTHER, I SPECIFICALLY WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW ANY UNENFORCEABILITY AND/OR PUBLIC POLICY ARGUMENT THAT I MAY MAKE OR THAT MAY BE MADE ON MY BEHALF, BY OR ON BEHALF OF MY ESTATE, OR BY OR ON BEHALF OF ANYONE OR ENTITY WHO BRINGS ANY ACTION ARISING OUT OF MY INJURY AND/OR DEATH AGAINST RELEASED PARTIES.**

(_____) Initial here.

20. DOCUMENT BROADLY CONSTRUED AND AMBIGUITIES CONSTRUED AGAINST ME. I am, by reading this paragraph, being made aware that the general rule of contract 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. **I EXPRESSLY WAIVE THAT RULE OF LAW AND I SPECIFICALLY AGREE THAT THIS DOCUMENT SHALL BE BROADLY CONSTRUED IN FAVOR OF RELEASED PARTIES AND AGAINST ME, AND THAT ALL AMBIGUITIES SHALL BE RESOLVED IN FAVOR OF RELEASED PARTIES.**

(_____) Initial here.

21. JURISDICTION AND VENUE OF ANY DISPUTE. In the unlikely event that I, or any person or entity acting on my behalf or on behalf of my estate is, able to circumvent the promises, agreements, and releases contained in this AGREEMENT, I agree that any claim that may be brought arising out of my SKYDIVING ACTIVITIES under this AGREEMENT shall only be brought in the State Court of Bennington County, Vermont, or in the U.S. District Court for the District of Vermont. I agree that I, my estate, or any person or entity acting on my behalf or on behalf of my estate, will not contest this agreed upon forum provision. I further agree that by signing this AGREEMENT, I am subjecting myself, my estate, or any entity or person acting on my behalf or on behalf of my estate, to the personal jurisdiction of these identified Vermont courts, and agree not to contest jurisdiction or venue as stated herein, whether on the grounds of *forum non conveniens*, or otherwise. **I knowingly waive the right to contest the personal jurisdiction and venue of the Vermont Superior Court, Bennington Civil Division or the U.S. District Court for the District of Vermont.** It is further agreed that in the event any lawsuit is filed other than in one of these Vermont courts, such lawsuit shall be moved to one of the above named forums at the option of RELEASED PARTIES and that any expenses incurred by RELEASED PARTIES or their representative or indemnitees shall be recoverable from me and/or those bringing the claim on my behalf.

(_____) Initial here.

22. LAW TO BE APPLIED. This AGREEMENT shall be construed in accordance with, and governed by, the laws of the State of Vermont. In the unlikely event that I am, or any person or entity acting on my behalf or on behalf of my estate is, able to circumvent the promises, releases and agreements contained in this AGREEMENT, I agree that in considering any legal claim, duty and/or rule of conduct arising out of or related to this AGREEMENT, the court shall apply the substantive statutes, substantive common law and legal precedent of the State of Vermont. I agree to this choice of law without regard to the "choice-of-law" rules of any state in which a claim arising out of this AGREEMENT may be brought. **I KNOWINGLY WAIVE MY RIGHT TO ASSERT THAT ANY OTHER STATE OR FEDERAL LAW SHOULD APPLY TO ANY CLAIM RELATED TO THIS AGREEMENT.**

(_____) Initial here

23. NO JURY TRIAL. In the unlikely event that I am, or any person or entity acting on my behalf or on behalf of my estate is, able to circumvent the promises, releases and agreements contained in this AGREEMENT, I am aware that I have a right to demand a jury trial in any lawsuit that I, my estate, or anyone acting on my behalf or on behalf of my estate or heirs might file against RELEASED PARTIES. I am also aware that it may be to my advantage to do so. With that in mind, **I HEREBY IRREVOCABLY WAIVE AND GIVE UP THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT THAT I MIGHT FILE, OR MIGHT BE FILED ON MY BEHALF, OR ON BEHALF OF MY HEIRS OR MY ESTATE AGAINST RELEASED PARTIES.** I further understand that RELEASED PARTIES, and RELEASED PARTIES alone, at their option, may demand a jury trial.

(_____) Initial here.

24. WAIVER OF WRONGFUL DEATH DAMAGES. In the unlikely event that any person or entity acting on my behalf or on behalf of my estate is able to circumvent the promises, releases and agreements contained in this AGREEMENT, I am, by reading this paragraph, being made aware that the Vermont wrongful death statute provides for the allowance of pecuniary damages, including loss of earning potential, conscious pain and suffering, and other damages to my heirs at law. With that in mind, **I SPECIFICALLY WAIVE, GIVE UP, AND RELINQUISH THE RIGHT OF MY HEIRS OR FAMILY MEMBERS TO PURSUE THESE TYPES OF DAMAGES IN ANY WRONGFUL DEATH OR OTHER ACTION WHICH MAY BE FILED AND I AGREE TO HAVE MY ESTATE INDEMNIFY RELEASED PARTIES FOR ANY JUDGMENT WHICH MAY BE ENTERED ON BEHALF OF MY SURVIVORS.**

(_____) Initial here.

25. LICENSE TO USE LIKENESS AND IMAGES. I grant GREEN MOUNTAIN SKYDIVING, LLC, FREEFALL AVIATION, LLC and PARA-LEASE, LLC as well as their owners, officials, employees, representatives, agents, licensees, successors and assignees the irrevocable and unrestricted right to use my name, picture, image, likeness, actions, voice, or other personally identifiable information, in whole or in part, individually or in conjunction with other images associated with such recordings, in all formats, media and in all manners, including composite or altered representations, for advertising, trade or any other lawful purposes (ex: YouTube). Further, I waive all rights of privacy or compensation, which I may have in connection with such use of my name, picture, image, likeness, actions, voice or other personally identifiable information, and I also waive any right to inspect or approve the finished version(s), including written copy that may be created in connection with the video production, editing and promotion therewith.

() Initial here.

26. RIGHT TO REFUSE SERVICE. I understand and accept that GREEN MOUNTAIN SKYDIVING, LLC reserves the right to refuse any services in whole or in part, present or pending for any reason including, but not limited to, safety, weather, airport/air use restrictions, mechanical problems, other unfavorable conditions, circumstances, or administrative issues.

() Initial here.

27. I GIVE UP LEGAL RIGHTS AND I UNDERSTAND THE AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP IMPORTANT LEGAL RIGHTS AND IT IS MY INTENTION TO DO SO. I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS AGREEMENT AND I WISH TO BE BOUND BY ITS TERMS. EVEN THOUGH I MAY HAVE FAILED TO INITIAL SOME OR ALL OF THE PARAGRAPHS OF THIS AGREEMENT, I STILL INTEND TO BE BOUND BY ALL PARAGRAPHS. I FUTURE UNDERSTAND THAT THIS AGREEMENT CAN ONLY BE AMENDED IN WRITING, WITH THE AMENDMENT SIGNED BY THE ATTORNEY FOR GREEN MOUNTAIN SKYDIVING, LLC. (WHOSE NAME, ADDRESS AND PHONE NUMBER WILL BE SUPPLIED UPON REQUEST), AND MYSELF.

() Initial here.

28. I ELECT NOT TO ATTEMPT TO NEGOTIATE A CHANGE IN THIS AGREEMENT.

() Initial here

29. AGREEMENT INTERPRETED IN FAVOR OF RELEASED PARTIES. In the event that it is found that any portion of this AGREEMENT conflicts with any one or more other portions in this AGREEMENT, the interpretation of the portions which are most favorable to RELEASED PARTIES shall control.

() Initial here

30. (Licensed Skydiver) INSPECTION/PACKING OF GEAR. If I am a licensed skydiver, I hereby certify that I have inspected and am content with the packing of my gear, whether it be my own gear or rental gear rented from RELEASED PARTIES. I have confirmed that my reserve parachute has been packed, by an appropriately rated FAA certified parachute rigger and will be "in-date", under the Federal Aviation Regulations, on all parachute jumps I may make at all times envisioned under this AGREEMENT. Should my reserve parachute become "out-of-date", I will have it properly packed PRIOR to making any jumps.

() Initial here.

31. (Licensed Skydiver) RESPONSIBLE FOR GEAR. For any non-tandem or student SKYDIVING ACTIVITIES, I ASSUME FULL RESPONSIBILITY FOR ANY GEAR I RENT, USE AND/OR BORROW FROM GREEN MOUNTAIN SKYDIING LLC, PARA-LEASE, LLC, and/or FREEFALL AVIATION, LLC. I also agree that I will pay for the cost of all repairs and the replacement of any gear damaged beyond repair, or any gear that is lost and not recovered. I will pay the cost of the main canopy repack and the reserve repack, if necessary. If I have any questions about the gear, I will consult a GREEN MOUNTAIN SKYDIVING, LLC rigger or instructor before using the gear. I understand that I am responsible to inspect and pack all gear that I use on every jump.

() Initial here.

32. (Licensed Skydiver) COMPLIANCE WITH APPLICABLE LICENSING RULES. I hereby certify that if I am a licensed skydiver, whether through the United States Parachute Association (“USPA”) or otherwise, I shall use sound judgment and undertake SKYDIVING ACTIVITIES in accordance with the Federal Aviation Regulations, USPA regulations, the Skydiver’s Information Manual (“SIM”), any other applicable laws, instructions, warnings, regulations, best practices, and/or manufacturers’ operating manuals and guidelines. I hereby agree to comply with all rules, instructions, warnings, regulations, best practices, and operational limitations imposed by the Federal Aviation Administration and/or any other relevant governing entity. I further certify that I have received a Green Mountain Skydiving, LLC Drop Zone briefing, understand its rules and guidelines and shall fully abide by them. In the event that I undertake SKYDIVING ACTIVITIES in violation of any such rule, I agree to INDEMNIFY AND HOLD RELEASED PARTIES HARMLESS from all claims, judgments, disbursements, penalties, fines, and costs, including but not limited to reasonable attorneys’ fees, and I further agree to reimburse RELEASED PARTIES for any expenses incurred by them in connection with any regulatory action, claim, penalty, administrative procedure, action or lawsuit brought as a result of my alleged violation(s) of any such rule(s), regulation(s), instruction(s), warning(s), best practices(s), and/or operational limitation(s) imposed by the Federal Aviation Administration and/or any other relevant governing or regulating entity, including any such regulatory action, claim, or lawsuit brought directly against RELEASED PARTIES.

() Initial here.

33. (Licensed Skydiver) WINGSUIT USE. If I wear a wingsuit on any FreeFall Aviation, LLC aircraft or any aircraft leased, owned, operated or in any way under the control of or associated with Green Mountain Skydiving, LLC, FreeFall Aviation, LLC, or Para-Gear, LLC, I shall not open my wings, both arms and legs, until at least three (3) seconds after exiting. Should I damage the aircraft, I shall immediately pay for all damages incurred to the aircraft as soon as the extent of the damage is fully appraised by the aircraft operator.

() Initial here.

34. INTENT OF THIS AGREEMENT. I UNDERSTAND AND AGREE THAT IF I SIGN THIS AGREEMENT I AM BOUND BY THIS ENTIRE AGREEMENT. I UNDERSTAND AND AGREE THAT IT MEANS, IN THE BROADEST GENERAL TERMS, THAT IF I SUE RELEASED PARTIES, I WILL FACE THIS AGREEMENT AS AN ABSOLUTE DEFENSE TO ALL CLAIMS AND THAT I WILL OWE RELEASED PARTIES MONEY AND OTHER DAMAGES FOR THEIR EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, COSTS OF ACTION, REPAYMENT OF ANY JUDGMENT OBTAINED, AND OTHER EXPENSES INCURRED BY RELEASED PARTIES IN DEFENDING MY LAWSUIT. I FURTHER UNDERSTAND AND AGREE THAT I WILL HAVE TO REIMBURSE RELEASED PARTIES FOR ANY JUDGMENT I MIGHT SECURE AGAINST RELEASED PARTIES, EVEN IF MY DAMAGES, INCLUDING **INJURY AND/OR DEATH**, ARE CAUSED BY THE NEGLIGENCE (ALLEGED OR PROVEN) OR OTHER FAULT OF RELEASED PARTIES. I UNDERSTAND AND AGREE TO BE BOUND BY THIS PARAGRAPH AND ALL OTHERS IN THIS AGREEMENT.

() Initial here.

35. I HAVE READ THIS AGREEMENT. I HAVE BEEN GIVEN A FULL AND FAIR OPPORTUNITY TO READ THIS AGREEMENT. I HAVE READ EVERY SINGLE WORD ON EVERY SINGLE PAGE. I UNDERSTAND ITS CONTENTS. I INTEND THAT I, MY HEIRS, MY FAMILY AND/OR ANYONE WHO MIGHT ACT ON MY BEHALF OR ON BEHALF OF MY ESTATE, IN ANY CAPACITY WHATSOEVER, SHALL BE BOUND BY ITS TERMS.

() Initial here

36. ENGLISH LANGUAGE CONFIRMATION. I CONFIRM HERE THAT I CAN READ AND UNDERSTAND THE ENGLISH LANGUAGE.

() Initial here

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.**