



Skydive Temple Tandem Student Waiver

15771 South I-35 - Salado Airport - Salado, TX 76571

(254) 947 3483 - www.skydivetemple.com

VOLUNTARY RELEASE OF RIGHTS – WAIVER OF LIABILITY – INDEMNITY CONTRACT WARNING! : EXTREME RISK AND DANGER!

NAME: _____ Birth Date: _____ General Health: _____

ADDRESS: _____ Home Phone: (_____) _____

City State Zip Code Height: _____ Weight _____

Emergency Contact: _____ Phone: (_____) _____

How did you hear about us? Friend Google Search Yahoo Search Sky Ride College Flyer

Jump Here Before Other _____ Date: _____

Occupation: _____ Email: _____

NATIONAL STATISTICS for an AVERAGE YEAR

Average Annual Jumps = 3,500,000 Average Annual Major Injuries = 2000 Average Annual Deaths = 25

Annual Ratio of Major Injury = 1: 1,750 average Annual Ratio of Death – 1: 140,000 average

Read each section carefully and mark your agreement and consent with your initials.

- SKYDIVING, AVIATION, AND ALL RELATED ACTIVITIES ARE DANGEROUS.
- I AM RESPONSIBLE FOR MY OWN SAFETY AT ALL TIMES.
- NO ONE ELSE IS EVER RESPONSIBLE OR LIABLE FOR MY SAFETY.
- I voluntarily assume all the risks of: Major Permanent Injuries, Pain & Suffering, & Death in return for the opportunity to participate in Skydiving, Aviation, and all Related Optional Activities.
- I have no Physical / Mental Illness, Disorder, Problem or Injury that would affect my participation.
- Circle any Health Problem Areas:

Heart / Lung / Orthopedic or Joint / Blood Pressure / Pregnancy / Diabetes / Sinus / Fainting / Drug Use /

Recent Blood Donation / Other _____ / Hearing Loss / Alcohol Use / Mental or Nervous Disorder /

Recent SCUBA

Initial if agreed with ALL ABOVE _____

WARNING: YOU ARE A VOLUNTEER JUMPER.

AVIATION, SKYDIVING, AND ALL RELATED ACTIVITIES ARE DANGEROUS AND CAN CAUSE MAJOR PERMANENT INJURY, PAIN, SUFFERING OR DEATH.

1. THESE DEFINED PARTIES ARE COVERED BY THIS BINDING CONTRACT AGREEMENT.

These agreed upon definitions will herein be used for the sake of simplicity and clarity:

1A. As the Signor of this Contract Agreement, I am not only signing for myself as an individual, hereafter singularly referred to and encompassing the terms: “I, me, myself, the customer, student, observer, passenger, or product end user;” but also collectively and inclusively on behalf of, and as the only legal representative of my: “person, property, heirs, beneficiaries, estate, dependents, family, relatives, spouse, or significant other.”

Initial if agreed with ALL ABOVE _____

1B. I hereby agree that the people, persons, personnel, entities, and parties listed below are intentionally and specifically covered by this Contract Agreement, and shall now be referred to individually and collectively as the **“Released Entities”**: Skydive Temple In., Skydive Temple, Parachute Center, Mark & Penny Pollack, Mark Mark Air, Inc., Aerodyne International, The Relative Workshop, Inc. D/B/A Relative Workshop, The World Skydiving Association, Jump Shack, Strong Enterprises S. E. Inc., Salado Airport , TX, State of Texas, Federal Aviation Administration, United States Parachute Association, D/B/A USPA, Skydive Tech LLC, Way Up Skydiving LLC, Pacific Air Corporation, Tour Operators, Travel Agents, Advertisers, Soaring Sports Inc., Promoters, Skydiving Equipment Manufacturers and Transportation Providers; including all of their officers, directors, agents, riggers, jump masters, camera and radio operators, instructors, drivers, packers, mechanics, employees, shareholders, investors, family members, suppliers, independent contractors, pilots, land owners, and adjacent land owners.

Initial if agreed with ALL ABOVE _____

1C. Ground and Air Transportation, Training, Parachute Packing and Rigging, Aviation, Skydiving, Observing and all other Related Optional Activities shall now be referred to as the **“Covered Activities.”**

Initial if agreed with ALL ABOVE _____

2. I WILL ASSUME ANY AND ALL OF THE RISKS WITHIN THE COVERED ACTIVITIES

I freely and voluntarily choose to participate in, and/or be associated with these Covered Activities and understand that this is a Volunteer Program under temporary exemption to the FAA Regulations. This exemption was granted to develop safety standards and procedures for tandem parachute jumps. I will be using a single or dual harness parachute system owned by the Released Entities or myself. **I UNDERSTAND THAT MY VOLUNTARY PARTICIPATION and/or ASSOCIATION IN THE COVERED ACTIVITIES WILL EXPOSE ME TO THE UNAVOIDABLE AND UNPREDICATABLE RISK OF MAJOR OR PERMANENT INJURY, PAIN, SUFFERING, AND/OR DEATH.**

Initial if agreed with ALL ABOVE _____

2A. I understand that the success of my participation and/or association is dependent upon the exact, proper, specific condition, quality, control, timing, performance, function, use, and maintenance of the equipment, aircraft, airspace, landing areas; along with the abilities, judgment, and experience of the Released Entities. I understand that each of these individual Entities and Components cannot be depended upon to function properly or perfectly, and that each of them is subject to, but not limited to, the following possible conditions: active or passive **SIMPLE NEGLIGENCE, GROSS NEGLIGENCE, OR ERROR**; physical or mechanical malfunction with possible defects in design, manufacture, assembly, packing, rigging, improper or careless use, wind, weather conditions, acts of nature or GOD; whether any of these above conditions, acts, or risks are foreseen or unforeseen, contemplated or not contemplated, obvious or hidden, or through omission or commission.

Initial if agreed with ALL ABOVE _____

2B. In consideration of the Released Entities allowing myself the option of participating in the Covered Activities, **I FREELY and VOLUNTARILY choose to ASSUME ALL of the RISKS** and all current and future RESPONSIBILITY, LIABILITY and “DUTY OF CARE” for myself while being involved, around, or within close proximity to all of the Covered Activities, including interference from the Public, Aviators, “Good Samaritans”; and/or attempts at rescue or first aid.

Initial if agreed with ALL ABOVE _____

3. I EXEMPT AND ABSOLVE THE RELEASED ENTITIES FROM RESPONSIBILITY, LIABILITY AND CLAIMS

I exempt, absolve, and hold harmless the Released Entities from any and all current or future responsibility, liability, duty of care, and/or claims arising out of any injury, death, or loss while being involved, around, or within close proximity to all of these Covered Activities, even if such loss, damage, injury, or death is the result of **gross negligence and/or human error** of any or all of the Released Entities, or from any other cause.

Initial if agreed with ALL ABOVE _____

4. I PROMISE NOT TO SEEK ANY COMPENSATION, NOR TO SUE THE RELEASED ENTITIES

I agree never to ask for, to sue, or to receive any compensation from the Released Entities. I promise never to initiate, or to be a party to any lawsuit, claim, demand, arbitration, prosecution, or action of law for damages, relief or compensation, which I may have by reason of injury, death, damage, loss, “negligent infliction of emotional distress”, sexual contact, or harassment, arising from my association, in all of these Covered Activities, or for any reason. I hereby indemnify, save, hold harmless, and **will immediately reimburse the Released Entities**, for and from any and all losses, claims, actions, lawsuits, demands, judgments, or arbitration, which may be started or presented by myself as a direct or indirect result of my participation and/or association in the Covered Activities or for any reason.

Initial if agreed with ALL ABOVE _____

5. NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE

The Released Entities are or may be selling, renting, lending, packing, repairing; or letting others or myself use equipment (including aircraft). All such equipment is provided or made available only in an “AS IS” condition. The Released Entities have not made, and do not make, any representation, guarantee, or warranty of merchantability, or fitness for a particular purpose, or otherwise, regarding any such equipment. All warranties, representations, and guarantees of any nature are hereby expressly disclaimed. No employee, agent, or representative of the Released Entities has any express or implied authority to make any warranty, representation, or guarantee of any nature on behalf of the Released Entities, or to exclude or limit the operation or effect of this disclaimer. This binding contract may only be amended in writing and signed by the Released Entities.

Initial if agreed with ALL ABOVE _____

6. I UNDERSTAND THAT THERE IS NO INSURANCE COVERAGE FOR ME

I understand and accept that the Released Entities do not provide any insurance; neither medical, disability, completed operations, product liability, nor life insurance; for any accident, injury, loss, or death, which may arise from my participation or association in any Covered Activities. I hereby give up any and all claims, rights, or benefits from any adjacent, accessory, component, or individual insurance policy pertaining to any of the Released Entities. If I want or need insurance of any kind, I will furnish my own. I affirm that considering my lifestyle, and the manner in which I am supporting myself; I have made adequate future provisions for my spouse and/or children if any, and any other heirs, dependents, and family; so that in the event of my injury, incapacity, disability, or death they will suffer no financial, emotional, or recoverable loss.

Initial if agreed with ALL ABOVE _____

7. THIS RELEASE OF RESPONSIBILITY AND LIABILITY BINDING CONTRACT MAY BE USED IN COURT

I agree that if I start any lawsuit, or action against any of the Released Entities, that this document may be used in court. If a court should decide that any part of this contract is illegal, or unenforceable, such a determination shall not affect the validity, or enforceability of the remaining provisions. This binding contract shall remain in full force and effect now, and every time I participate or associate either directly or indirectly in all of the Covered Activities; and shall be legally binding upon everyone in Paragraph 1A above. **I agree to pay all of the attorney fees, and legal costs of the Released Entities including “Judgments against the Released Entities.”** This contract shall be construed, enforced and covered in and with the laws of the State of Texas. I agree that any legal action or proceeding relating to this contract, or arising out of any of the Covered Activities shall be held only in Federal or courts within the State of Texas.

Initial if agreed with ALL ABOVE _____

8. TANDEM EQUIPMENT ADJUSTMENTS, AND CLOSE PERSONAL PROXIMITY

I understand that by volunteering to tandem jump, I will be suited with a harness and other equipment that will allow me to be hooked up closely to an instructor’s body and parachute equipment. For reasons of safety and control, these points of connection and contact will need to be tightly and snugly adjusted together. This will bring my body within close proximity to the Instructor. During the course of instruction, gear-up, and skydive, I understand that I may be touched, pushed, pulled, or adjusted in places that I consider to be private, personal, or offensive. I hereby acknowledge and accept this procedure and treatment; and release the Released Entities from any claim of inappropriate physical or sexual contact, abuse, or harassment.

Initial if agreed with ALL ABOVE _____

9. EVERYONE THAT WILL ASSIST ME IS AN INDEPENDENT ENTITY OR CONTRACTOR

I agree that each of the Released Entities involved in each Covered Activity is an Independent Entity or Contractor. Each Released Entity is not responsible or liable for any acts, actions, negligence, errors, commissions, or omissions, of any other Released Entity, or Independent Contractor. I AGREE TO HOLD EACH OF THE RELEASED PERSON, ENTITY, OR INDEPENDENT CONTRACTOR HARMLESS FOR THE ACTIONS OF OTHERS. For the case of accounting, I request that Skydive Temple Inc., and/or Skydive Temple Parachute Center collect and distribute all of the fees and charges that I owe to the other Released Entities or Independent Contractors.

Initial if agreed with ALL ABOVE _____

10. MY RESPONSIBILITIES AND AFFIRMED PLEDGE

I have not used, and will not use any alcohol or drugs for 12 hours prior to participating in any of the Covered Activities. I agree to return all equipment in the same condition that it was issued, and to pay for any lost, stolen, or damaged equipment. Any photos or videos taken by myself or purchased from the Released Entities shall be held only for my personal “non-commercial, non-profit” use. I will not skydive unless I have been completely trained, and have no further questions or concerns. I certify that I am over 16 years old. **I HAVE CAREFULLY READ THIS CONTRACT, AND UNDERSTAND ITS CONTENTS. I AM SIGNING THIS CONTRACT AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS.** It has been explained to me and I understand that by signing this Legal Contract, **I am giving up important legal rights, it is my intent to do so.**

Initial if agreed with ALL ABOVE _____

11. VIDEO/PHOTOGRAPHY RELEASE

I hereby grant to _____ (“Videographer, Photographer”) to video and/or photograph me before and after my Tandem Skydive and to fly in my immediate proximity during my Tandem skydive while in freefall and/or under canopy and to video and/or photograph me during said Tandem Skydive. I hereby release Videographer, Photographer and her and his/her legal representatives and assigns from all claims and liability relating to potential complications, situations and emergencies that may result from being filmed during my Tandem Skydive.

I have chosen to (initial one): **A. PURCHASE** (_____) **B. NOT PURCHASE** (_____)

Tandem Skydive Videography/Photography approved by Tandem Instructor: _____

If I agree to have videos and/or photographs posted on the internet, I hereby grant to Videographer, Photographer and his/her legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs and/or videos of me, or in which I may be included, for editorial, trade advertising and any other purpose and in any manner or medium; to alter the same without restriction; and to copyright the same. I hereby release Videographer, Photographer and her and his/her legal representatives and assigns from all claims and liability relating to said photos and/or videos.

Initial if agreed with ALL ABOVE _____

**VOLUNTEER PARACHUTE JUMPER
WAIVER AND ASSUMPTION OF RISK
AGREEMENT
IMPORTANT
READ BEFORE YOU SIGN.
YOU ARE GIVING UP IMPORTANT
LEGAL RIGHTS.
VOLUNTEER JUMPER**

Print

Name: _____

Address: _____

Phone: (_____) _____

Date: _____

S.E. Inc. d/b/a

STRONG ENTERPRISES

11236 SATELLITE BLVD.

ORLANDO, FL 32837

(407) 859-9317

FAX (407) 850-6978

THE PARACHUTE COMPANY WITH IMAGINATION

VOLUNTEER PASSENGER PARACHUTIST JUMPER WAIVER ASSUMPTION OF RISK AGREEMENT

I, _____ (passenger parachutist), hereby acknowledge that I have voluntarily applied to participate in parachuting instruction and training, culminating in a parachute jump at _____ (place of instruction and jump).

I AM AWARE THAT PARACHUTE INSTRUCTION AND JUMPING ARE ULTRA HAZARDOUS ACTIVITIES, AND AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE _____ (Initial)

In consideration of S.E. Inc. d/b/a STRONG ENTERPRISES, Strong Certified Tandem Instructors (hereinafter referred to as "Corporations") allowing me the privilege of utilizing a dual harness, dual container parachute pack assembly owned by the Corporations for the purpose of my performing an intentional parachute jump and use of their facilities, I agree as follows:

1. REPRESENTATIONS, WARRANTIES AND 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, 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 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. _____ (Initial)

2. EXEMPTION FROM LIABILITY. I, my heirs, next of kin, assigns, distributees, executors, administrators, guardians, legal representatives, exempt, release and forever discharge the Corporations, their officers, directors, agents, representatives, servants, employees, shareholders, successors, assigns, suppliers and the operators of the airlift aircraft as well as the owners and lessees of land upon which the parachute jumping and related aircraft operations are conducted from any and all liability, claims, demands or actions or causes of action whatsoever arising out of damages, loss, death, injury to me or my property while participating in any of the activities contemplated by this Agreement, whether such loss, damage, or injury results from the negligence, and/or gross negligence, of the Corporations and/or any other person or business or from any other cause including injuries that may be suffered by me before, during or after the parachute jump. _____(Initial)

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 Corporations, their officers, directors, agents, employees, representatives, servants, shareholders, suppliers, 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. _____ (Initial)

4. INDEMNITY AGAINST CLAIMS. I hereby agree that, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns will indemnify, save and hold harmless the Corporations, their officers, directors, agents, representatives, servants, employees, and shareholders, suppliers, and operators of 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. _____ (Initial)

5. CONTINUATION OF OBLIGATIONS. I agree and acknowledge that the terms and conditions or the foregoing ASSUMPTION OF RISK, EXEMPTION FROM 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. _____(Initial)

6. Waiver of Jury Trial/Applicable Law/Venue/Arbitration. 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 by bringing a lawsuit or claim against any of the organizations and/or persons described herein, I waive my right to a jury trial, and agree that Orange County, Florida 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 further agree that the Corporations, in their sole discretion, may compel me, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns to submit said claim to arbitration in accordance with the Arbitration Rules of the American Arbitration Association. _____ (Initial)

7. 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 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 therefrom. _____ (Initial)

8. Headings. 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.

I FURTHER EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OR THE PROVINCE OR STATE IN WHICH THE PARACHUTE JUMP IS MADE, AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE FULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ALL THE TERMS CONTAINED HEREIN BETWEEN MYSELF AND MARK AND PENNY POLLACK, SKYDIVE TEMPLE INC.AND MARK MARK AIR, INC. AND/OR IT'S AFFILIATED ORGANIZATIONS, AND I HAVE SIGNED IT OF MY OWN FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE, this day of _____ of _____ at _____.

**S.E. Inc. d/b/a STRONG ENTERPRISES
WITNESS: VOLUNTEER JUMPER**

By: _____ SIGNED: _____
Title: _____ Print Name: _____
Driver License No: _____
Age: _____ Sex: _____
Height: _____ Weight: _____
Number of Jumps: _____