

# Medical Statement

## *Experienced*

Each item must be completed in full:

<b>FOR OFFICE USE ONLY</b>
USPA MEMBERSHIP # _____
RESERVE REPACK DATE _____

Last Name	First Name	Middle Initial	Social Security Number
Street	City	State	Zip Code
Home Telephone	Date of Birth	Height	Weight
Business Telephone	Occupation	# Jumps	USPA License#/ FAI license#
For Emergency Notify: Name	Address	City/State	Telephone

### STATEMENT OF MEDICAL FITNESS:

"I the participant, represent and warrant that I have no physical infirmities, except as listed below; am not under treatment for any other physical 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 disorder, kidney or related disease, high or low blood pressure, or any other disability which might in any way affect my ability to participate in skydiving, parachuting, flying or related activities."

INFIRMITIES (if none, so state) \_\_\_\_\_

## **WARNING!**

SKYDIVING, PARACHUTING, FLYING, AND ALL OF ITS RELATED ACTIVITIES ARE DANGEROUS AND THERE ARE RISKS INVOLVED IN YOUR PARTICIPATION. YOU CAN BE **SERIOUSLY AND PERMANENTLY INJURED OR EVEN KILLED** AS A RESULT OF YOUR PARTICIPATION IN SKYDIVING, PARACHUTING, FLYING, OR ALL OF IT RELATED ACTIVITIES. EACH INDIVIDUAL PARTICIPANT, REGARDLESS OF EXPERIENCE, HAS FINAL RESPONSIBILITY FOR HIS/HER OWN SAFETY.

I have read the attached agreement, Release of Liability and Assumption of Risk, 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.

Dated: \_\_\_\_\_  
Signature of Applicant

Dated: \_\_\_\_\_  
Signature (National Skydiving League/Fayard Enterprises Inc.)

## **AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK**

IN CONSIDERATION of being permitted to utilize the facilities and equipment of Skydive DeLand, Fayard Enterprises, Inc., National Skydiving League LLC, Big Sky Productions Inc., Professional Skydivers Inc., and their associated entitles, to engage in parachute activities, ground instruction, flying and related activities, skydiving, freefall and tandem jumping, hereinafter collectively referred to as "parachuting activities," I HEREBY AGREE AS FOLLOWS:

1. It is understood by the parties that "parachuting activities" are inherently dangerous and may result in injury or death. It is further understood by the parties that the unforeseen may happen and that no one can delineate all risks or possibilities of error. Therefore, in this release, I specifically include any injury resulting from any occurrence, whether foreseen or unforeseen, and whether contemplated or not contemplated. (\_\_\_\_\_)

2. PARTIES INCLUDED: I understand that this agreement, Release of Liability and Assumption of Risk includes the Skydive DeLand, Fayard Enterprises, Inc., National Skydiving League LLC, Big Sky Productions Inc., Professional Skydivers Inc., any of their officers, members, agents, associated entities, employees, volunteers, pilots, instructors, jumpmasters, any other owner of aircraft, the owners of any land utilized for the SkyQuest 2006 parachuting activities on November 16 to 19 of the year 2006, adjacent property owners, and their members, and any person or entity involved in any manner in my "parachuting activities," specifically including but not limited to any solo, experienced, student, and / or experimental jumping, hereinafter collectively referred to in this Agreement, Release of Liability, and Assumption of Risk as "SKYDIVE"

( \_\_\_\_\_ )

3. The word "SKYDIVE" as used anywhere in the body of this agreement, Release of Liability and Assumption of Risk is expanded to include all parties mentioned anywhere in the body of this document by name or by category, all vendors or suppliers of material or equipment for "parachuting activities," including but not limited to the manufacturer of the equipment, its employees, directors, officers and shareholders, and all associated entities, shareholders, partners, employees, and all other persons in any way associated with any entity mentioned in the body of this document. ( \_\_\_\_\_ )

4. RISKS CONTEMPLATED: This agreement is made in contemplation of all "parachuting activities," including the foreseen and the unforeseen, which shall include but not be limited to parachute jumping, tandem, or experimental test parachute jumping, all experienced and / or student jumping, ground instruction, flying, and related activities, the exit, skydiving Freefall, time under the canopy, the landing, any rescue operations or rescue attempts by "SKYDIVE", whether on or off the designated landing area, or any facilities used by "SKYDIVE."

( \_\_\_\_\_ )

5. RELEASE FROM LIABILITY: I hereby release and discharge "SKYDIVE" from any and all liability, claims, demands or causes of action that I, my estate or anyone on my behalf may hereafter have or claim for injuries, death or damage arising out of my participation in "parachuting activities," even if caused by negligence, in any degree, or other fault of "SKYDIVE." ( \_\_\_\_\_ )

6. COVENANT NOT TO SUE: I further agree that I WILL NOT SUE OR MAKE CLAIM against "SKYDIVE" for damages or the other losses sustained as a result of my "parachuting activities," even if caused by negligence, in any degree, or other fault of "SKYDIVE."

( \_\_\_\_\_ )

7. INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD "SKYDIVE" HARMLESS from all claims, judgment, and costs, including but not limited to their attorney's fees, and to reimburse them for any expenses whatsoever incurred in connection with any action or claim brought as a result of my participation in "parachuting activities," including but not limited to actions brought by myself or on behalf of myself or my estate. ( \_\_\_\_\_ )

8. ASSUMPTION OF RISK: I understand and acknowledge that "parachuting activities," are inherently dangerous and EXPRESS AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN "PARACHUTING ACTIVITIES" WHETHER SUCH RISK IS FORESEEN OR UNFORESEEN, CONTEMPLATED OR NOT CONTEMPLATED, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE, IN ANY DEGREE, OR OTHER FAULT OF "SKYDIVE," including but not limited to equipment malfunction, inadequate training, and deficiencies in the landing area, bad landing, rescue attempts, or any other causes for my death or any injury I may sustain. ( \_\_\_\_\_ )

9. PARTIES BOUNDED BY THIS AGREEMENT: It is my understanding and intention that this Agreement, Release of Liability and Assumption of Risk be binding not only on myself, but on anyone or any entity, including but not limited to my estate and my heirs, that or who may be able to do sue because of my injury or death. IT is further my understanding and agreement that this Release is intended to and does in fact release "SKYDIVE" from any and all claims or obligations, foreseen and unforeseen, contemplated and not contemplated, whatsoever arising in any way from my participation in "parachuting activities" even if caused by negligence, in any degree, or other fault of "SKYDIVE." ( \_\_\_\_\_ )

10. LIMITATION OF WARRANTY: "SKYDIVE" hereby warrants that the equipment provided by "SKYDIVE" has been previously used for "parachuting activities." This warranty is only a 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 have read the above paragraph, acknowledge that I understand it and accept the limitations of warranty. ( \_\_\_\_\_ )

11. DURATION OF RELEASE: It is my understanding and intention that this Release and agreement be effective for my "parachuting activities" on November 16 to 19 of the year 2006 at the SkyQuest 2006 event at Skydive DeLand and for any subsequent jumps or activities in any way associated with "SkyQuest 2006." ( \_\_\_\_\_ )

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

13. I hereby agree to waive any and all duty of care, whether by omission or commission, or any other duty, which may be owed to me by "SKYDIVE." ( \_\_\_\_\_ )

14. It is my agreement with "SKYDIVE" and my intention that this document be broadly construed in favor of "SKYDIVE" and against me and those any and all ambiguities be resolved in favor of "SKYDIVE." ( \_\_\_\_\_ )

15. It is further agreed between the parties that any lawsuits against Fayard Enterprises, Inc., shall be filed in State Court of Volusia County, State of Florida. It is further agreed that in the event any lawsuit is filed other than in State Court of Volusia County, State of Florida, such lawsuit shall be moved to State Court of Volusia County, State of Florida or such other location as "SKYDIVE" shall specify, on Motion and at the option of "SKYDIVE." ( \_\_\_\_\_ )

16. It is further agreed between the parties that any lawsuits against Skydive DeLand, Fayard Enterprises, Inc., National Skydiving League LLC, Big Sky Productions Inc., Professional Skydivers Inc. shall be filed in State Court of Volusia County, State of Florida. It is further agreed that in the event any lawsuit is filed other than in State Court of Volusia County, State of Florida, such lawsuit shall be moved to State Court of Volusia County, State of Florida, or such other location as "SKYDIVE" shall specify, on Motion and at the option of "SKYDIVE." ( \_\_\_\_\_ )

17. It is further agreed between the parties that any lawsuits against Big Sky Productions, Inc., shall be filed in State Court of Flathead County, State of Montana. It is further agreed that in the event any lawsuit is filed other than in State Court of Flathead County, State of Montana, such lawsuit shall be moved to Flathead County, State of Montana or such other location as "SKYDIVE" shall specify, on Motion and at the option of "SKYDIVE." ( \_\_\_\_\_ )

18. I hereby agree to pay for damages or losses to any and all equipment, parachutes, aircraft, grounds and airport property which occur or are caused directly by me during my "parachuting activities." ( \_\_\_\_\_ )

19. I hereby authorize "SKYDIVE" or its assignee to take any photographs and videos as they may deem appropriate of myself or my party and to use those photographs in such a manner as they deem appropriate and specifically waive any interest, proprietary or otherwise, I may have in such photographs or videos. ( \_\_\_\_\_ )

20. ASSIGNMENT OF PROCEEDS: In the event that I, or anyone on my behalf or estate sues, and funds are in fact collected, I hereby irrevocably agree to pay 100% of such funds to a nominee, to be chosen by "SKYDIVE" with the understanding that such funds be distributed among the entities that constitute "SKYDIVE" including but not limited to the person against whom a judgement was obtained and from whom funds were collected. I further agree that in the event I or anyone on my behalf, including my estate, hire an attorney to pursue such lawsuit or claim, that I or they be personally, totally and wholly responsible for such attorney fees and that no attorney fees shall be deducted from the sum to be paid by "SKYDIVE." I understand that this assignment is irrevocable and will supersede any subsequent assignment of funds or for agreement which I or anyone acting on my behalf with an attorney or law firm. I further agree that this paragraph is separate and apart for the indemnification for attorney's fees I have signed which is a part of this agreement. ( \_\_\_\_\_ )

21. LEGAL RIGHTS: IT HAS BEEN EXPLAINED TO ME, AND I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP IMPORTANT LEGAL RIGHTS AND IT IS MY INTENTION TO DO SO. ( \_\_\_\_\_ )

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Your Name

\_\_\_\_\_  
Age

# SkyQuest 2006 Equipment Statement

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First Name

Last Name

## I HEREBY CERTIFY

(a) That I have packed my main parachute within the last 120 days before this event (November 16 – 19, 2006) or that it has been packed by a certificated parachute rigger or a non-certificated person under the direct supervision of a certificated parachute rigger.

(b) That my reserve parachute has been packed by a certificated parachute rigger within the last 120 days before this event (November 16 - 19, 2006).

(c) That - if installed - my automatic activation device has been maintained in accordance with manufacturer instructions for that automatic activation device.

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Signature, Date