

LAST NAME:

FIRST NAME:

MI

DATE:

SKYDIVE SOUTH TEXAS

REGISTRATION INFORMATION

Please complete this form in detail before manifesting or jumping

Please check one: **First Time/ Tandem** AFF/ Student/ Non-Licensed Experienced/ Licensed

Last Name _____ First Name _____ MI _____

Address _____

City _____ State _____ Zip _____ Country _____

Date of Birth _____ Sex _____ **Weight** _____ Height _____

Telephone: _____

Email address: _____ How did you hear about us? _____

Person to Contact In Case of Emergency

Name _____ Relationship _____

Telephone (home) _____ (work) _____ (cell) _____

Address _____

City _____ State _____ Zip _____ Country _____

Signature _____ Today's Date _____

Experienced Skydivers Only

USPA # _____ Expires _____ # of Jumps _____ Date Last Jump: _____

Last Reserve Repack Date _____ License _____

Container (make/model) _____ Main Canopy (make/size) _____

Reserve (make/size) _____ Do you have an AAD installed? Yes / No

Ratings _____

For Office Use Only:

Staff Initials: _____ Reserve Repack Date ____/____/____

_____ Equipment Inspected and Approved

_____ Logbook/ Currency Reviewed

WAIVER, RELEASE, INDEMNITY AGREEMENT AND ASSIGNMENT

I, _____, the undersigned, in consideration of my participation in aircraft flights or parachute jumps – including tandem parachute jumps where I am the passenger, or ground and aerial instruction associated with those activities, or the use of skydiving facilities, equipment, vehicles and property, or other good and valuable consideration, understand and agree to the following:

1. I AGREE AND UNDERSTAND THAT PARACHUTE JUMPS – INCLUDING TANDEM PARACHUTE JUMPS WHERE I AM THE PASSENGER, RIDING IN AIRPLANES, AND RELATED AERIAL AND GROUND TRAINING ARE DANGEROUS ACTIVITIES AND I AM GOING TO VOLUNTARILY PARTICIPATE IN THOSE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ASSUME ANY AND ALL RISKS OF INJURY, DEATH, PAIN OR SUFFERING FOR THE OPPORTUNITY TO PARTICIPATE IN SKYDIVING, AVIATION, PARACHUTING AND ALL RELATED ACTIVITIES.

_____ My initials specifically acknowledge that I have carefully read and understand paragraph 1.

2. I understand and agree that in this document the term **Released Entities** refers to:

- (a) the Limited Liability Corporation of SafeSix Aviation LLC, and
- (b) the dba known as Skydive South Texas/ Mustang Island Skydivers, and
- (c) all of the people who work for and with Skydive South Texas, and
- (d) all of the people who are principals, partners, officers or directors, agents, assigns, or representatives of SafeSix Aviation LLC, and
- (e) the pilots of airplanes from which I jump or in which I am a passenger, and
- (f) all the instructors and contracted jump masters who provide training and assistance to me, and
- (g) the owners of the equipment I use while training, riding in and jumping from aircraft, and
- (h) the owners of any private property on which I may land under parachute, and
- (i) the owners and lessees of the aircraft from which I jump or in which I am a passenger, and
- (j) the United States Parachute Association, and
- (k) Uninsured Parachute Technologies LLC, and
- (l) the manufacturers, distributors and dealers of skydiving equipment, and
- (m) the Mustang Beach Airport and all owners of property on the Mustang Beach Airport, and
- (n) Paradise Leasing LLC, and
- (o) Michael & Elizabeth Towns, and
- (p) the City of Port Aransas TX.

_____ My initials specifically acknowledge that I have carefully read and understand paragraph 2.

3. I, on behalf of myself, my heirs, distributees, guardians, legal representatives, and assigns, agree to WAIVE and GIVE UP MY RIGHT TO MAKE A CLAIM AGAINST, TO SUE, TO ATTACH THE PROPERTY OF, OR TO PROSECUTE The Released Entities if I am injured or killed as a result of my participation in aircraft flights, or parachute jumps – including tandem parachute jumps where I am the passenger, or ground and aerial instruction associated with those activities, or the use of skydiving facilities, equipment, vehicles or property of The Released Entities, or the condition of the premises of The Released Entities, or activities on the premises of The Released Entities. **I AGREE AND UNDERSTAND THAT I AM HERE AND NOW WAIVING AND GIVING UP MY RIGHT TO MAKE A CLAIM AGAINST, TO SUE, TO ATTACH PROPERTY OR OTHERWISE PROSECUTE The Released Entities FOR ANY INJURIES OR DEATH THAT MAY ARISE FROM AN EVENT OR EVENTS THAT HAVE NOT YET OCCURRED AND THAT MAY OCCUR IN THE FUTURE AND THIS WAIVER OF MY RIGHTS TO MAKE ANY CLAIM AGAINST, TO SUE, TO ATTACH THE PROPERTY OR OTHERWISE PROSECUTE The Released Entities APPLIES EVEN IF I AM INJURED OR KILLED BECAUSE OF ANY ACT OR OMISSION WHATSOEVER OF The Released Entities, INCLUDING NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS, OR ACTS OR OMISSIONS THAT CONSTITUTE STRICT LIABILITY OR LIABILITY UNDER ANY STATUTE OR REGULATION.**

_____ My initials specifically acknowledge that I have carefully read and understand paragraph 3.

4. I, on behalf of myself, my heirs, distributees, guardians, legal representatives, and assigns, agree to RELEASE, DISCHARGE and ACQUIT The Released Entities from any and all liability, whether arising from negligence, strict liability, contract, tort, any statutory liability, or liability arising out of any regulation, in the event that I am injured or killed as a result of my participation in aircraft flights, or parachute jumps – including tandem parachute jumps where I am the passenger, or ground and aerial instruction associated with those activities, or the use of skydiving facilities, equipment, vehicles or property of The Released Entities, or the condition of the premises of The Released Entities, or activities on the premises of The Released Entities. **I FULLY AND COMPLETELY UNDERSTAND AND AGREE THAT I AM HERE AND NOW RELEASING The Released Entities FROM ANY AND ALL LIABILITY WHATSOEVER FOR AN EVENT OR EVENTS THAT HAVE NOT YET OCCURRED AND THAT MAY OCCUR IN THE FUTURE AND THE RELEASE OF LIABILITY APPLIES EVEN IF I AM INJURED OR KILLED BECAUSE OF ANY ACT OR OMISSION OF The Released Entities, INCLUDING NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS, OR ACTS OR OMISSIONS THAT CONSTITUTE STRICT LIABILITY OR LIABILITY UNDER ANY STATUTE OR REGULATION.**

_____ My initials specifically acknowledge that I have carefully read and understand paragraph 4.

5. I agree to indemnify and save harmless The Released Entities in the event that any person, firm, or corporation, makes a claim against or sues The Released Entities arising out of any injury to me or because of my death arising out of my participation in aircraft flights, or parachute jumps –including tandem parachute jumps where I am the passenger, or ground and aerial instruction associated with those activities, or the use of skydiving facilities, equipment, vehicles or property of The Released Entities, or the condition of the premises of The Released Entities, or activities on the premises of The Released Entities. **I UNDERSTAND AND AGREE THAT I, OR MY HEIRS OR THE PERSONAL REPRESENTATIVES OF MY ESTATE, WILL BE REQUIRED TO INDEMNIFY AND SAVE HARMLES The Released Entities FOR AN EVENT OR EVENTS THAT HAVE NOT YET OCCURRED AND THAT MAY OCCUR IN THE FUTURE EVEN IF I AM INJURED OR KILLED BECAUSE OF THE ACTS OR OMISSIONS OF The Released Entities, INCLUDING NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS, OR ACTS OR OMISSIONS THAT CONSTITUTE STRICT LIABILITY, OR LIABILITY UNDER ANY STATUTE OR REGULATION.**

My initials specifically acknowledge that I have carefully read and understand paragraph 5.

6. I hereby for myself, my heirs, distributees, guardians, legal representatives, and assigns, do assign and convey to SafeSix Aviation LLC my right to sue, my right of recovery, and any and all claims or causes of action that I may have now or in the future against The Released Entities arising out of my participation in aircraft flights, or parachute jumps – including tandem parachute jumps where I am the passenger, or ground and aerial instruction associated with those activities, or the use of skydiving facilities, equipment or property of The Released Entities, or activities on the premises of The Released Entities. **I AGREE AND UNDERSTAND THAT THIS ASSIGNMENT APPLIES TO AN EVENT OR EVENTS THAT HAVE NOT YET OCCURRED AND THAT MAY OCCUR IN THE FUTURE AND THAT THE ASSIGNMENT APPLIES EVEN IF I AM INJURED OR KILLED BECAUSE OF ANY ACT OR OMISSION OF The Released Entities, INCLUDING NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS, OR ACTS OR OMISSIONS THAT CONSTITUTE STRICT LIABILITY OR LIABILITY UNDER ANY STATUTE OR REGULATION. I will immediately reimburse the Released Entities** for any and all losses, claims, actions, lawsuits, demands, judgements, or arbitration, which may be started by myself or my family as a direct or indirect result of my participation.

My initials specifically acknowledge that I have carefully read and understand paragraph 6.

7. I acknowledge and agree that The Released Entities **HAVE MADE NO EXPRESS OR IMPLIED WARRANTY OF ANY PRODUCTS OR SERVICES' MERCHANTABILITY OR THAT ANY PRODUCT OR SERVICE IS FIT FOR ANY PARTICULAR PURPOSE.** I further acknowledge and agree that The Released Entities shall not be liable for any breach of an express or implied warranty in any amount greater than the amount paid for the product or service provided to me and that **all sales are FINAL for services rendered as well as Gift Certificates/ Coupons purchased for future services** for myself or others and that any refunds I may request for cancellations due to weather, mechanical issues, scheduling or my own personal preferences shall be at the sole discretion of Skydive South Texas management.

My initials specifically acknowledge that I have carefully read and understand paragraph 7.

8. **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 Skydiving, Aviation or Related 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.

My initials specifically acknowledge that I have carefully read and understand paragraph 8.

9. I acknowledge that any video or still photographs, or any other media products taken or created in conjunction with my participation in activities at or with The Released Entities shall be and remain the sole property of Skydive South Texas and hereby consent to Skydive South Texas' use of said video, motion picture, photographs, or any other media products in any manner it deems appropriate, including, but not limited to advertisements, video productions and displays.

My initials specifically acknowledge that I have carefully read and understand paragraph 9.

10. I agree and understand that this instrument is to be interpreted broadly and in accordance with the laws of The State of Texas and that the laws of The State of Texas shall apply to any court action brought by me, my heirs, personal representatives, or assigns, against The Released Entities for any reason.

My initials specifically acknowledge that I have carefully read and understand paragraph 10.

11. I agree and understand that the absence of a witness to my signing of this instrument does not affect its validity or enforceability.

My initials specifically acknowledge that I have carefully read and understand paragraph 11.

12. I agree and understand that this Waiver, Release, Indemnity Agreement and Assignment is binding today and shall continue in full force and effect now and in the future at all times during which I participate, either directly or indirectly, in the activities of The Released Entities and shall be binding upon my heirs, executors and administration of my estate.

My initials specifically acknowledge that I have carefully read and understand paragraph 12.

13. I agree and understand that if any part of this Waiver, Release, Indemnity Agreement and Assignment is held to be invalid the balance of the instrument shall not be invalid and shall be fully and completely binding.

My initials specifically acknowledge that I have carefully read and understand paragraph 13.

14. I have carefully read this entire document and fully understand the terms and conditions expressed therein, even if I did not place my initials at each numbered paragraph, and 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.

Signed this _____ day of _____ 20__.

WITNESSED BY

Printed Name _____

Name: _____

Signature _____

Witness Signature: _____

MEDICAL STATEMENT

16. I recognize that the sport of skydiving is an athletic activity, requiring me to be in good physical condition. I hereby certify that I do not suffer from any physical infirmity, mental illness, chronic ailment or injury which would affect my ability to engage in skydiving, training, or jumping from aircraft.

I have circled the following Health Problems which apply to me: Heart/ Lung/ Orthopedic or Joint/ Blood Pressure/ Pregnancy/ Diabetes/ Sinus Blockage/ Headache/ Fainting/ Dizziness/ Drug Use/ Recent Blood Donation/ Recent Alcohol Use/ Mental or Nervous Disorder/ Recent SCUBA Dive
IF None of the Above, Write "None": _____

_____ My initials specifically acknowledge that I have carefully read and understand paragraph 16.

17. I further certify that I am taking no prescription or non-prescription medications that would affect my ability to skydive. If I am uncertain whether said medications will affect my skydive, I will contact my physician before skydiving.

_____ My initials specifically acknowledge that I have carefully read and understand paragraph 17.

18. I am not under the influence of alcohol or any illegal substance. I recognize that it is against federal, state and local laws, and a violation of the United States Parachute Association Basic Safety Requirements to be so prior to and during skydiving activities and hereby refrain from such use.

_____ My initials specifically acknowledge that I have carefully read and understand paragraph 18.

W A R N I N G!

SKYDIVING AND ITS RELATED ACTIVITIES CAN BE DANGEROUS AND THERE ARE RISKS INVOLVED IN YOUR PARTICIPATION. YOU CAN BE SERIOUSLY INJURED OR EVEN KILLED AS A RESULT OF YOUR PARTICIPATION IN SKYDIVING AND ITS RELATED ACTIVITIES.

It's almost time to get started, so....

- **Approach the airplane only when escorted.
- **Ask permission before making movements within the aircraft.
- **Do not grab the Instructor's hands/arms or reach behind you at any time during the jump; this may result in serious injury or death.
- **Follow your Instructor's and Pilot's commands at all times.
- **Have Fun!

I AGREE TO THE TERMS OF THIS BINDING CONTRACT AGREEMENT; I HAVE NO FURTHER QUESTIONS OR CONCERNS, AND I AM READY TO BEGIN TRAINING FOR MY TANDEM SKYDIVE.

_____/_____/_____
Today's Date

Signature