



1613 East Laing
Osage City, KS 66523
www.SkydiveKansas.com
785.840.JUMP

**VOLUNTARY
RELEASE OF
RIGHTS &
WAIVER OF
LIABILITY**

LAST NAME

FIRST NAME

M.I.

WARNING!

By signing, you give up important legal rights!

FULL NAME: _____ SEX: _____

ADDRESS: _____ CITY: _____ ST: _____ ZIP: _____

PHONE: (_____) _____ EMAIL: _____

IN CASE OF EMERGENCY *Contact:* _____

Relation: _____ *Phone:* (_____) _____

(OPTIONAL) *Insurance Co:* _____ *Hospital Preference:* _____

How did you hear about us? friend/word of mouth internet/web/online drove by
 radio/TV/newspaper demo/promotion yellow pages/phone book KU skydiving club

WARNING: AVIATION, SKYDIVING, AND ALL RELATED ACTIVITES ARE INHERENTLY DANGEROUS AND CAN CAUSE MAJOR PERMANENT INJURY, PAIN & SUFFERING, AND DEATH.

CIRCLE any **Health Problem** Areas:

- Heart / Lung / Asthma / Kidney / Orthopedic or Joint / Blood Pressure / Pregnancy / Diabetes / Sinus / Fainting / Epilepsy / Hearing Loss / Visual Impairment / Mental or Nervous Disorder / Other: _____
- Are you currently taking medication? (circle one:) No / Yes --> med name: _____ med condition: _____
- Have you had recent: (circle any:)
injury / surgery / SCUBA dive within past 24 hours / Alcohol within past 12 hours / Recreational Drug Use / lack of sleep
- Do you wear: contacts / glasses / dentures / hearing aids

I, _____, hereby acknowledge that I have voluntarily applied to participate in parachuting, instruction & training, and/or related activities at Skydive Kansas, signed this day of _____ (month)

_____ (day) of _____ (year)

OFFICE USE ONLY

HEIGHT & WEIGHT <small>(use scale)</small>	
DATE OF BIRTH <small>(use ID)</small>	
USPA # <small>(use member card)</small>	
LICENSE <small>(driver's or USPA)</small>	
EXPIRES	
RIG REPACKED <small>(use data card)</small>	
DATE OF LAST JUMP <small>(use logbook)</small>	
# JUMPS	
MAIN	PAYMENT
RESERVE	
<input type="checkbox"/> ASTRA <input type="checkbox"/> CYPRES	

1. In consideration of Skydive Kansas allowing me the privilege of utilizing equipment owned by the Released Entities for the purpose of my performing an intentional parachute jump and use of their facilities, I agree to the following items on the pages that follow. I will initial each box signifying that I have read, understand and agree with each item.

- **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.
- I understand all activities on this premise may be video taped for use in court later.

initial if agree	<input type="checkbox"/>
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2. **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:

- A. As the Signer 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, next of kin, assigns, distributees, executors, administrators, guardians, legal representatives, beneficiaries, estate, dependents, family, relatives, spouse, or significant other”.
- B. 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 Kansas, LLC, and its employees, pilots, independent contractors and agents, City of Osage City, United States Parachute Association, Advertisers, Promoters, and beneficiaries, including, but not limited to, Kansas Coalition Against Sexual and Domestic Violence and its member programs.; including all of their officers, board members, shareholders, successors, assigns, employees, managers, directors, agents, riggers, jump masters, instructors, camera & radio operators, instructors, coaches, manifesters, drivers, packers, mechanics, employees, suppliers, independent contractors, pilots, aircraft manufacturers, gear manufacturers, land owners and adjacent land owners, and The Manufacturers of any and all equipment used including but not limited to S.E. Inc. d/b/a STRONG ENTERPRISES, Mirage Systems, Inc., The Uninsured United Parachute Technologies, Sun Path Products, Inc., Airtec GmbH, SSK Industries, Alti-2 Inc., Performance Designs, Inc., Precision Aerodynamics, Velocity Sports, Teledyne Continental Motors, Cessna Aircraft Company, The University of Kansas and its affiliated groups.
- C. Ground & Air Transportation, Training, Parachute Packing & Rigging, Aviation, Skydiving, Observing, and all other Related Optional Activities shall now be referred to as the **“Covered Activities”**.

initial if agree	<input type="checkbox"/>
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3. **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. 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 UNPREDICTABLE RISK OF MAJOR PERMANENT INJURY, PAIN & SUFFERING, PROPERTY DAMAGE, AND/OR DEATH.**

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4. 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 & 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.

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5. 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 & “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
agree

6. I EXEMPT & ABSOLVE THE RELEASED ENTITIES FROM RESPONSIBILITY, LIABILITY & 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 or human error** of any or all of the Released Entities, or from any other cause, before, during, or after a parachute jump.

initial if
agree

7. 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 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. 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.

initial if
agree

8. 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
agree

9. CONTINUATION OF OBLIGATIONS The Released Entities are or may be selling, renting, lending, packing, repairing; or letting others or myself use equipment 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 and everyone in Paragraph 2A above.

initial if
agree

10. 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
agree

11. THIS RELEASE OF RESPONSIBILITY & 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 2A 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 Kansas. 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 Kansas courts within Osage County. 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 Osage County, Kansas 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 Released Entities, 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.

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12. 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.

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13. 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 RELEASED PERSON, ENTITY, OR INDEPENDENT CONTRACTOR HARMLESS FOR THE ACTIONS OF OTHERS.** For the ease of accounting, I request that Skydive Kansas collect and distribute all of the fees and charges that I owe to the other Released Entities or Independent Contractors.

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14. 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, AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.**

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15. 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. Any photos or video taken of me by the Released Entities can be used for promotional, training, or other purposes for the Released Entities at their discretion. I will not skydive unless I have been completely trained, and have no further questions or concerns. I certify that I am over 18 years old and weigh less than 220 pounds. I have no legal disability that would prevent me from entering into a binding contract. **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 agree	<input type="checkbox"/>
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