

## AGREEMENT, RELEASE OF LIABILITY AND ASSUMPTION OF RISK CONTRACT

1. In consideration for being permitted to utilize the facilities of Snake River Skydiving, LLC. for the purpose of parachute jumping, ground instructions, flying, and other related activities, I (PRINT NAME)

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being of lawful age (18 years or older) enter into the following contracts and agreements with Snake River Skydiving, LLC.

### 2. Parties involved in the agreements:

These agreements are between Snake River Skydiving, LLC., its instructors, parachute packers, pilots, ground crews, aircraft and land owners, the United States Parachute Association, the Uninsured Relative Workshop, Inc., Performance Designs, Inc. Strong Enterprises, Inc. and any and all parachute equipment manufacturers, Kapowsin Airsports, Melvin Brewing, LLC., the Town of Alpine; the Alpine Airpark, and all of the officers, employees, subcontractors, assistants, heirs, legal representatives, and assigns of the foregoing, (collectively, the released parties), and myself, including my legal representatives, spouse, family members, heirs, agents, assigns and anyone else who may claim on my behalf.

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

### 3. Assumption of Risk

Parachuting activities, including ground instruction, parachute jumping, flying and related activities are inherently dangerous, injuries requiring professional medical care are not uncommon and serious injury or death can and has resulted from participation in parachuting activities. Not all of these risks can be foreseen or prepared for, or avoided. Even if I do everything as I was trained to do, and all equipment functions properly, I can still be injured or killed.

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

**4. Do you understand that you can be seriously injured or killed from parachuting and its related activities?**

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

### 5. Nature of parachuting equipment and aircraft

I understand that parachutes and aircraft, and their related equipment, are designed, constructed, maintained, and operated by fallible human beings. Specifically, I understand and agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, express or implied, are excluded from this transaction and that **all equipment, whether purchased, rented, borrowed, or used in any other manner is on an "AS IS" basis.**

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

### 6. Nature of participants in parachuting activities

I acknowledge that pilots, instructors, jumpmasters, radio operators, mechanics, my fellow parachutists, and all others involved with parachuting are fallible human beings, capable of making mistakes that could result in my injury, suffering, or death.

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

### 7. Landing Hazards

I fully understand that the landing area contains hazards such as, but not limited to, **ROCKS, TREES, FENCES, UNEVEN TERRAIN, WINDSOCKS, POWERLINES, ROADS, BODIES OF WATER, BUILDINGS, AND OTHER HAZARDS.** Knowing that upon landing, I may incur serious injury or death, I accept the risks involved in a parachute landing.

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

### 8. Voluntary nature of participation

I agree that parachuting is of little value to society and that I am not under any obligation or compulsion to ride in or jump from an airplane. My participation is only for personal satisfaction and is entirely voluntary.

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

**9. Release from liability including negligence**

I agree that the released parties are in no way responsible for my safety, and I release them from any liability for my safety whether or not my losses, injuries, suffering, or death was caused by their negligence, including improper action or failure to act.

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

**10. Agreement not to sue**

In consideration for being permitted to engage in parachuting activities by the released parties, I promise not to sue the released parties or make any claims against them for damages, injuries, suffering, or death, even if these are wholly or partially a result of negligence by the released parties. I further instruct my heirs, spouse and family members, legal representatives, and assigns to abide by my agreements with the released parties, including my contract not to sue.

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

**11. Agreement to indemnify and hold harmless**

I agree to indemnify and hold harmless the released parties from all claims, judgments, and costs, including attorney's fees, incurred in connection with any actions brought as a result of my participation in parachuting activities.

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

**12. Option to purchase a revised agreement**

I am aware that my right to due process of law cannot be waived, and that the above promise is a contractual agreement in return for the opportunity to participate in parachuting activities. I have been offered the opportunity to purchase a revised document, omitting only the Agreement not to sue, for a price of \$300.

(CIRCLE ONE)

I have chosen to purchase the revised document.

I have chosen to not purchase the revised document.

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

**13. Acceptance of financial responsibility**

I understand that the released parties have no personal accident insurance or general liability insurance. I agree that I am solely responsible for any expenses, medical or otherwise, that I may incur from participation in parachuting activities. I also agree that the released parties are in no way responsible to myself, my spouse and family, or my heirs for any hardship from loss of income or from expenses that may result from my injury or death. Furthermore, I agree to indemnify the released parties for any loss, liability, damage or cost that they may suffer due to my presence in or upon their facilities and equipment. I also understand that Snake River Skydiving, LLC. is not responsible for lost, stolen or damaged items.

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

**14. Media release**

I agree that if my image appears on any film or videotape taken at Snake River Skydiving, LLC., I am willing to allow Snake River Skydiving, LLC. to use it for publicity, informational, or entertainment purposes at no charge. I also state my willingness to be named in such materials.

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

**15. Continuation of obligations**

I agree that all of the terms of this document apply any time now and in the future that I am engaged in parachuting and related activities at Snake River Skydiving, LLC.

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

**16. Venue, arbitration, enforceability, and ambiguities**

I agree that any actions rising from my participation in parachuting activities will be submitted to arbitration by an arbitration board chosen by the released parties and that I will abide by the decisions of this board. I further agree that jurisdiction for any legal action arising out of matters that are the subject of this document will be in Lincoln County, State of Wyoming. Furthermore, I realize that the damages to the released parties, if I should breach this contract, are uncertain and difficult to establish. Therefore, in the event I breach this contract, I agree that the LIQUATED DAMAGES I WILL BE LIABLE TO PAY EACH

OF THE PARTIES NAMED IN ANY LAWSUIT I BRING IS \$25,000. I further agree that the provision for liquidated damages shall apply to any action in which I am required to indemnify the released parties, and it will be in addition to any award made against me. I also agree that any ambiguities in this document shall be construed in the favor of the released parties, and that if any one clause of the document is deemed invalid, the balance of this document will nonetheless continue in full legal force.

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

**17. Do you understand that by signing this document you are giving up important legal rights in exchange for the opportunity to participate in parachuting activities, and that this document can and will be used against you in a court of law, and that similar documents have been upheld in many states?**

Yes \_\_\_\_\_ (initial) No \_\_\_\_\_(initial)

**18. In spite of the above warning do you fully consent to all of the terms of this document and sign it with complete understanding and free will?**

Yes \_\_\_\_\_ (initial) No \_\_\_\_\_(initial)

**19.** I understand that I am not guaranteed to train and skydive the same day.

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

**20. All skydives are non-refundable.** As explained to me when I made the reservation, I agreed that due to the nature of this one-time event, that my skydive would be non-refundable. I can find someone who is qualified to take my place, but the financial arrangements will be made between myself and the person who is taking my place, not between myself and Snake River Skydiving, LLC.

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

**21.** I hereby certify that I have read this **AGREEMENT, RELEASE OF LIABILITY AND ASSUMPTION OF RISK CONTRACT** in its entirety, and fully understand its contents. I agree to be bound by it, and I have signed it knowingly and voluntarily of my own free will:

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_