

# Medical Statement Student

For Office Use	
USPA Membership	
#	

Each item must be completed in full: e-mail address: \_\_\_\_\_

Last Name	First Name	Middle Initial	
Street	City	State	Zip Code
Home Telephone	Date of Birth	Height	Weight
Cell	Occupation	#JUMPS	USPA Membership # 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 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 disorders, kidney or related diseases, high or low blood pressures, 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 ITS 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 (Skydive Lake Wales)

## AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK

IN CONSIDERATION of being permitted to utilize the facilities and equipment of Upwind, Inc., Skydive Lake Wales/Florida Skydiving Center, Downwind Skydiving Equipment Inc., Phoenix Air Inc., Lake Wales Aviation Inc., the City of Lake Wales, a Florida Municipal Corporation, Freefall Express Inc., and their associated entities, 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 City of Lake Wales, a Florida Municipal Corporation, Upwind Inc., Skydive Lake Wales/Florida Skydiving Center, Downwind Skydiving Equipment, Inc., Phoenix Air Inc., Lake Wales Aviation Inc., Freefall Express Inc., and any of their officers, members, agents, associated entities, employees, volunteers, pilots, instructors, jumpmasters, any other owners of aircraft, the owners of any land utilized for "parachuting activities", adjacent property owners, the United States Parachuting Association, Upwind Inc., Skydive Lake Wales, Florida Skydiving Center, Downwind Skydiving Equipment Inc., 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, tandem 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 materials or equipment for "parachuting activities," including but not limited to the manufacturer of the equipment, its employees, directors, officers and 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 operations or rescue attempts by "SKYDIVE," whether on or off the designated landing area, or any facilities used by "SKYDIVE." (\_\_\_\_\_)

First Name:

Last Name:

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 damages 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 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, judgments, 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 EXPRESSLY 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 landings, rescue attempts, or any other cause for my death or any injury I may sustain. ( \_\_\_\_\_ )

9. PARTIES BOUND 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 the 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 the only 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 limitation of warranty. ( \_\_\_\_\_ )

11. DURATION OF RELEASE: It is my understanding and intention that this Release and agreement be effective not only for my first jump but for any subsequent jumps or activities in any way associated with "SKYDIVE." ( \_\_\_\_\_ )

12. ENFORCEABILITY: I agree that if any portions 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" any my intension that this document be broadly construed in favor of "SKYDIVE" and against me and that any and all ambiguities be resolved in favor of "SKYDIVE." ( \_\_\_\_\_ )

15. It is further agreed between the parties that no matter where venue lies, any lawsuits shall be filed in State Court of Polk County, State of Florida. It is further agreed that in the event any lawsuit is filed other than in State Court of Polk County, State of Florida, such lawsuit shall be moved to Polk County, State of Florida, or such other location as "SKYDIVE" shall specify, on Motion and at the option of "SKYDIVE." ( \_\_\_\_\_ )

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

17. 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 may deem appropriate and specifically waive any interest, proprietary or otherwise, I may have in such photographs or video. ( \_\_\_\_\_ )

18. ASSIGNMENT OF PROCEEDS: In the event that I, or anyone on my behalf or my 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 amongst the entities that constitute "SKYDIVE" including but not limited to the person against whom a judgment 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 attorneys fees and that no attorneys 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 fee 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 attorneys fees I have signed which is a part of this agreement. ( \_\_\_\_\_ )

19. 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. ( \_\_\_\_\_ )

20. 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

Print Your Name

Witness

Your Age

# UNINSURED UNITED PARACHUTE TECHNOLOGIES

## TANDEM PARACHUTE JUMPER AGREEMENT

This is an important legal document. Allow yourself sufficient time to carefully read and understand the entire document, because by signing it, you are agreeing to give up certain legal rights.

\*Initial

In consideration of the Uninsured United Parachute Technologies doing business as United Parachute Technology and \_\_\_\_\_, hereinafter referred to as "Corporation", allowing me the privilege of utilizing a dual-harness, dual container parachute pack assembly (also known as a "tandem parachute system"), designed, manufactured and/or assembled by the Uninsured United Parachute Technologies, inc for the purpose of performing an intentional parachute jump, I agree that:

\*Initial

1) Representations, Warranties, & Assumptions of Risk: I understand that parachute jumping will expose me to the risk of personal injury, property damage and/or death. I understand that the success of my jump is dependent upon the perfect functioning of the airplane from which I intend to jump and the parachute system, and that neither the airplane nor the parachute system can be guaranteed to function perfectly. I understand that the airplane and the parachute system are both subject to mechanical malfunctions as well as operator error. I freely, voluntarily and expressly choose to assume all risks inherent in parachute jumping, including, but not limited to, risks of equipment malfunction and/or failure to function, including those which may result from some defect in design, assembly, and/or manufacture as well as those risks arising from improper an/or negligent operation and/or use of the equipment, for and in consideration of the thrill of participation in this activity, understanding full well that those risks may include personal injury, property damage, and/or death.

\*Initial

2) Exemption and Release from Liability: I exempt and release the following persons and organizations:

\*Initial

(A) The Corporations and their officers, directors, agents, servants, employees, shareholders, and other representatives;

\*Initial

(B) Manufacturers, designers, and suppliers of component equipment incorporated in the dual-harness, dual-container parachute pack assembly to which I will be attached during my intentional parachute jump;

\*Initial

(C) Owners, suppliers, and operators of aircraft from which I am to make my intentional parachute jump;

\*Initial

(D) The owner of the dual-harness, dual-container parachute pack assembly, and any of its components, to which I will be attached during my intentional parachute jump;

\*Initial

(E) The operator ("parachutist in command") of the dual-harness, dual-container parachute pack assembly to which I will

be attached during my intentional parachute jump;

\*Initial

(F) If I am making my intentional parachute jump at or near a parachuting/skydiving facility, the owners and operators of that facility, as well as their officers, directors, agents, servants, employees, shareholders, and other representatives;

\*Initial

(G) The owners and lessees, if any, of land upon and from which the parachute jumping and related aircraft operations are conducted; and

\*Initial

(H) The Toll-Free Skydiving Network, Inc., Uninsured (800) Skydive Leasing Corp., Uninsured (888) Skydive Leasing Corp., Uninsured (877) Skydive Leasing Corp., 1-800 FREEFALL, and any and all other skydiving referral service business entities, and/or owners of fictitious name entities which I may have used in locating and/or deciding upon a parachuting/skydiving facility or other location at which to perform an intentional parachute jump.

\*Initial

(I) Any other person and/or organization which is or may be liable for any loss or injury to me and or my property, or my death, arising out of my participation in any of the activities covered by this Agreement (as defined below);

\*Initial

From any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, whether occurring while I am training and/or preparing for my intentional parachute jump, while I am present in aircraft from which the jump is to be made, while I am making my intentional parachute jump, or while I am engaged in related activities (hereafter referred to as "activities covered by this Agreement"), whether such loss, damage, injury, or death results from the negligence and/or other fault, either active or passive of any of the persons and/or organizations described in paragraphs 2(A)-(I) above, or from any other cause.

\*Initial

3) Covenant Not to Sue: I agree never to institute any suit or action at law or otherwise against any of the organizations and/or persons described in paragraph 2(A) through (I) above, or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Agreement, whether caused by the negligence and/or fault, either active or passive, of any of the organizations and/or persons described in paragraph 2(A) through (I) above, or from any other cause. I further expressly agree that I will never raise any claim against any of the organizations and/or persons described in paragraph 2(A) through (I) above for product liability, failure to warn, negligence, breach of warranty, breach of contract, or strict liability, regardless of whether my claims for damages or injuries are alleged to result from the fault or negligence of the parties released. I further agree that my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the organizations and/or persons described in paragraph 2(A)

through (I) above, nor shall they initiate or assist the prosecution of any claim for damages of cause of action which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death arises from the activities covered by this Agreement, whether caused by the negligence an/or fault, either active or passive, of any of the organizations and/or persons described in paragraph 2(A) through (I) above, or from any other cause, I hereby so instruct my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. 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 in paragraph 2(A) through (I) above, I agree that such organizations and/or persons shall be entitled to recover, in addition to any other damages which may be incurred, reasonable attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

\*Initial

4) Indemnity Against Claims: I will indemnify, defend, save and hold harmless the organizations and/or persons described in paragraph 2(A) through (I) above from any and all losses, claims, actions or proceedings of every kind and character, including attorneys' fees and expenses, which may be presented or initiated by any persons and/or organizations and which arise directly or indirectly from my participation in the activities covered by the Agreement, whether resulting from the negligence and/or other fault, either active or passive, or any of the organizations and/or persons described in paragraph 2(A) through (I) above, or from any other cause.

\*Initial

5) Validity of Waiver: I understand that if I institute or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of the organizations and/or persons described in paragraph 2(A) through (I) above because of injury to my person or property, or my death, due to the activities covered by this Agreement, this Agreement can and will be used in court, and that such agreements have been upheld in courts in similar circumstances.

\*Initial

6) Representations and Warranties as to Medical Condition: I represent and warrant that (a) I have no physical infirmity, except those listed below, am not under treatment for any other physical infirmity or chronic ailment or injury of any nature, and have never been treated for any other of the following: cardiac or pulmonary conditions or diseases, diabetes, fainting spells or convulsions, nervous disorder, kidney or related diseases, high or low blood pressure; (b) I am not under any medication of any kind at the present time; and (c) I do/do not (strike one) wear corrective lenses. If I am prescribed corrective lenses, I agree to wear them during my intentional parachute jump.

(list infirmities, if not, state "none")

\*Initial

7) Waiver of Jury Trial/Applicable Law/Venue/Headings: 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 and suit is brought against any

of the organizations and/or persons described in paragraph 2(A) through (I) above, I waive my right to a jury trial, and agree that Volusia County, Florida shall be the sole venue for any suit or action arising from the activities covered by this Agreement. 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.

\*Initial

8) Severability/Multiple Waivers: I agree that should one or more provisions in this Agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me. If I have executed any other agreement containing provisions relating to the exemption and/or release from liability and/or covenant not to sue in connection with the activities covered by this Agreement, I agree that the agreement which provides the most protection from liability and/or suit to the Uninsured United Parachute Technologies, Inc shall be enforceable against me by the Uninsured United Parachute Technologies

\*Initial

9) Continuation of Obligations: I agree and acknowledge that the terms and conditions of this Agreement shall continue in force and effect now and in the future at all times during which I participate in the activities covered by this Agreement, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Agreement supersedes and replaces any prior such agreement I have signed.

\*Initial

10) Viewing of Videotape: I have viewed and I warrant that I fully understand the accompanying "Tandem Vector Waiver" video tape.

\*Initial

I freely and voluntarily agree to all of the above by signing this

contract on the \_\_\_\_\_ day of \_\_\_\_\_  
(day) (month and year)  
at \_\_\_\_\_  
(location)

JUMPER: (Please Print Neatly)

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Age: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Witness: \_\_\_\_\_

\*Please read each paragraph carefully. Your initial indicates you understand and agree to all of the information and terms contained therein.