

SKYDIVE THE RANCH AGREEMENT

In consideration of Skydive the Ranch, Gardiner, New York, allowing the undersigned, hereinafter referred to as the "Participant," to utilize the facilities and participate in activities, including but not limited to skydiving, parachuting, aviation, ground transportation and other ancillary activities of Skydive the Ranch it is agreed that:

1. Assumption of Risk

The participant knows and understands that skydiving, parachuting and all aspects of aviation associated with these activities present risks of permanent catastrophic injuries, disfigurement, or death. The participant understands the scope, nature, and extent of the risks and voluntarily chooses to incur such risk.

(Initial Here)

2. Exemption from Liability

The Participant releases Skydive the Ranch, The Ranch Parachute Club, Ltd., Blue Sky Entertainment, Inc., Freefall Express, Inc., the United States Parachute Association ("U.S.P.A.") and all these entities' and associations' operators, officers, agents, servants, employees, and lessors, from any and all liability, claims, loss or injury to the Participant or the Participant's property while upon the premises, aircraft, or vehicles of Skydive the Ranch or while participating in any of the activities contemplated by this Agreement; whether such loss, damage or injury results from the negligence of Skydive the Ranch, its operators, officers, agents, servants, employees or lessors or from any other cause. It is acknowledged that the Blue Sky Entertainment, Inc. is in no way involved or connected with the operation, business, or facilities of Skydive the Ranch but merely leases to the Skydive the Ranch the real property upon which Skydive the Ranch conducts its business.

(Initial here)

3. Covenant Not to Sue

The Participant agrees never to institute any suit or action at law, equity, or otherwise against Skydive the Ranch, Blue Sky Entertainment, Inc., Freefall Express, Inc., U.S.P.A., or any of the operators, officers, agents, servants, employees or lessors of these entities or associations. The Participant further agrees not to initiate or assist in the prosecution of any claim for damages or causes of action which the Participant, the Participant's heirs, executors or administrators hereafter may have by reason of injury to the person or property of the Participant arising from the activities contemplated by this Agreement.

(Initial here)

4. Indemnity Against Claims

The Participant will indemnify, save and hold harmless Skydive the Ranch, Blue Sky Entertainment, Inc., Freefall Express, Inc., U.S.P.A., and all the operators, officers, agents, servants, employees or lessors of these entities or associations from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the activities of the Participant while engaged in the activities contemplated by the Agreement.

(Initial here)

5. Obligation to Pay Expenses

The Participant agrees to pay all the litigation costs of all the persons and entities identified in the Agreement, including all attorney fees, court costs, and disbursements incurred in any action or suit arising from or in part from any of the activities contemplated by this Agreement.

(Initial here)

6. Continuation of Obligations

The Participant agrees and acknowledges the terms and conditions of the foregoing assumption of risk. Exemption from liability, covenant not to sue, indemnity against third party claims, and obligation to pay expenses shall continue in effect at all times during which the Participant participates, either directly or indirectly, in the activities of Skydive the Ranch, and shall be binding upon the Participant's or his/her estate's heirs, executors and administrators.

(Initial here)

By signing below, the Participant acknowledges that he or she has read all of the provisions above, fully understands the terms and conditions expressed there, and has freely accepted the provisions of the foregoing paragraphs relating to assumption of risk, exemption from liability, covenant not to sue, indemnity against claims, obligation to pay expenses, and continuation of obligations. The Participant should not sign this Agreement if he or she does not fully understand the above provisions. By signing this agreement you are giving up any right you may have now or in the future to sue the above identified persons and entities. If you or anyone else commences a lawsuit against any of the entities or persons identified above, you will be required to pay any judgement and all the legal expenses including attorney's fees of those sued. If you have any questions concerning the terms and conditions of this Agreement, you should consult a lawyer prior to executing this Agreement or participating in the activities contemplated by this Agreement.

(Initial Here)

Last Name

First Name

Date

Representation and Warranties

The Participant warrants that if he or she is not using parachute equipment provided by Skydive the Ranch, that the equipment used fully complies with all applicable Federal Aviation Regulations.

(Initial here)

The Participant represents and warrants that it is incumbent upon him or her to ascertain his mental and physical capability to participate in the above mentioned activities safely, and represents and warrants that he is not under treatment nor has ever been under treatment for any mental or physical infirmity that would prevent him or her from safely participating in the above mentioned activities.

(Initial here)

By way of acceptance of this agreement, the Participant has affixed his or her signature this ____ day of _____, 20____.

Signature: _____ Date of Birth _____ Weight _____
Telephone No. (____) _____

Print Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Witness Signature: _____

Witness Name: _____

Notify In Case of Emergency

Print Name: _____ Telephone No. (____) _____

Relationship to Participant: _____

Address: _____ City, State, Zip Code: _____

<u>Office Use Only</u>	
Number of Jumps: _____	U.S.P.A. Memb. No.: _____
	Expiration Date: _____
Reserve Date: _____	U.S.P.A. License No.: _____

FACT SHEET

We appreciate your interest in the sport of skydiving. Our goal is to promote the growth and integrity of skydiving. It is important to read the following information and answer all questions. Each individual is required to complete this fact sheet and return it to our manager prior to orientation for the first jump course.

We request that you be aware of and acknowledge the following **facts**:

- A. All phases of skydiving, aviation, and related activities are dangerous and can result in serious injury and can be fatal.
 (Initial here)
 - B. You are totally responsible for your own personal safety while engaged in any phase of skydiving, aviation, and related activities.
 (Initial here)
 - C. We do not assume the responsibility for your personal safety or well-being at any time during your participation in any phase of skydiving, aviation, and related activities.
 (Initial here)
-

Skydiving is not a passive sport; the jumper must perform specific functions of judgement and equipment in a limited amount of time. There are no exceptions. The rules of skydiving, although straightforward, are not common in ordinary experience and may be difficult to accept. Therefore, please answer the following questions:

- 1. Do you realize that you can die as a result of your participation in any phase of skydiving, aviation, and related activities?
_____ Yes _____ No
 - 2. Do you realize that minor and major injuries can result from your participation in any phase of skydiving, aviation, and related activities?
_____ Yes _____ No
 - 3. Are you willing to risk your life while participating in skydiving, aviation, and related activities?
_____ Yes _____ No
 - 4. Are you willing to risk minor and major injuries to any or all parts of your body while participating in skydiving, aviation, and related activities?
_____ Yes _____ No
 - 5. Are you interested in pursuing skydiving as a hobby/sport?
_____ Yes _____ No
 - 6. Are you interested in only making a single jump?
_____ Yes _____ No
 - 7. How did you learn of our parachute/skydiving club? If from a friend or individual, please tell us who.

-

Your Name: _____ Occupation: _____
Address: _____ Employer: _____
_____ Business Phone (_____) _____
_____ Home Phone (_____) _____

I, _____ have read and understand all the information contained on this fact sheet. I
(Clearly print full name)
also know that I may be asked to sign contracts with the appropriate groups and corporations in order that I might be permitted to participate in the sport of skydiving and its related activities.

Signature: _____ Date: _____

FREEFALL EXPRESS, INC. DBA BLUE SKY RANCH- Agreement

In consideration of Freefall Express, Inc. d.b.a. Blue Sky Ranch, Gardiner, NY, hereinafter referred to as the "Ranch," allowing the undersigned, hereinafter referred to as "Participant," to utilize the facilities and participate in activities, including but not limited to, skydiving, parachuting, aviation, ground transportation and other ancillary activities of the Ranch, it is agreed that:

1. Assumption of Risk

The Participant knows and understands that skydiving, parachuting, and all aspects of aviation associated with these activities present risks of permanent catastrophic injuries, disfigurement, or death. The Participant understands the scope, nature, and extent of the risks and voluntarily chooses to incur such risk. _____(Initial here)

2. Exemption from Liability

The Participant releases the Ranch, Blue Sky Entertainment, Inc., Freefall Express, Inc., The Ranch Parachute Club, Inc. ("the Club"), the United States Parachute Association ("U.S.P.A."), William Richards, Philip Contorno, Flyers Inc. d.b.a. CAVU, Wallkill Airpark, Inc., and all these entities' and associations' operators, officers, agents, servants, employees, and lessors, from any and all liability, claims, loss or injury to the Participant or the Participant's property while upon the premises, aircraft, or vehicles of the Ranch or while participation in any of the activities contemplated by this agreement; whether such loss, damage or injury results from the negligence of The Ranch, its operators, officers, agents, servants, employees of lessors, or from any other cause. It is acknowledged that the Blue Sky Entertainment, Inc. is in no way involved or connected with the operation, business, or facilities of the Ranch, but merely leases to the Ranch the real property upon which the Ranch conducts its business. _____(Initial here)

3. Covenant Not Sue

The Participant agrees never to institute any suit or action at law, equity, or otherwise against the Ranch, Blue Sky Entertainment, Inc., Freefall Express, Inc., the Club, U.S.P.A., William Richards, Philip Contorno, Flyers Inc d.b.a. CAVU, Wallkill Airpark, Inc. or any of the operators, officers, agents, servants, employees or lessors of the entities or associations. The Participant further agrees not to initiate or assist in the prosecution of any claim for damages or cause of action which the Participant, the Participant's heirs, executors, or administrators hereafter may have by reason of injury to the person or property of the Participant arising from the activities contemplated by the Agreement. _____(Initial here)

4. Indemnity Against Claims

The Participant will indemnify, save and hold harmless the Ranch, Blue Sky Entertainment, Inc., Freefall Express, inc., the Club, U.S.P.A., William Richards, Philip Contorno, Flyers, Inc. d.b.a. CAVU, Wallkill Airpark, Inc., and all the operators, officers, agents, servants, employees or lessors of these entities or associations from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the activities of the Participant while engaged in the activities contemplated by this Agreement. _____(Initial here)

5. Obligation to Pay Expenses

The Participant agrees to pay all the litigation costs of all the persons and entities identified in this Agreement, including all attorney fees, court costs, and disbursements incurred in any action or suit arising from or in part from any of the activities contemplated by this Agreement. _____(Initial here)

6. Continuation of Obligations

The Participant agrees and acknowledges that the terms and conditions of the foregoing assumption of risk, exemption from liability, covenant not to sue, indemnity against third party claims, and obligation to pay expenses shall continue in effect at all times during which the Participant participates, either directly or indirectly, in the activities of the Ranch, and shall be binding upon the Participant's or his/her estate's heirs, executors and administrators. _____(Initial here)

By signing below, the Participant acknowledges that he or she has read all of the provisions above, fully understands the terms and conditions expressed there, and has freely accepted the provisions of the foregoing paragraphs relating to assumption of risk, exemption from liability, covenant not to sue, indemnity against claims, obligation to pay expenses, and continuation of obligations. The Participant should not sign this agreement if he or she does not fully understand the above provisions. By signing this agreement you are giving up any right you may have now or in the future to sue the above identified persons and entities. And if you or anyone else commences a lawsuit against any of the entities or persons identified above, you will be required to pay any judgment and all the legal expenses including attorney's fees of those sued. If you have any questions concerning the terms and conditions of this Agreement, you should consult a lawyer prior to executing this Agreement or participation in the activities contemplated by this Agreement. _____(Initial here)

Representation and Warranties

The Participant warrants that if he or she is not using parachute equipment provided by the Ranch, that the equipment used fully complies with all applicable Federal Aviation Regulations. _____(Initial here)

The Participant represents and warrants that it is incumbent upon him or her to ascertain his mental and physical capability to participate in the above mentioned activities safely, and represents and warrants that he is not under treatment nor has ever been under treatment for any mental or physical infirmity that would prevent him or her from safely participating in the above mentioned activities. _____(Initial here)

By way of acceptance of this agreement, the Participant has affixed his or her signature this _____ day of _____, 20_____.

Signature: _____

Print Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Country: _____

Telephone: _____

Signature: _____

Email: _____

Date of Birth: _____ Weight:lbs _____

Witness Signature: _____

Witness Name: _____

NOTIFY IN CASE OF EMERGENCY (Please Print):

Name: _____

Relationship to Participant: _____

Address: _____

City: _____

State: _____ Zip: _____

Country: _____

Telephone: _____

OFFICE USE ONLY - Do not write in this space

Number of Jumps: _____

Reserve Date: _____

U.S.P.A. Membership Number: _____

Expiration Date: _____

U.S.P.A. License Number: _____

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.

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

*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.

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

*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.

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)

*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.

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.

(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