

PLEASE PRINT CLEARLY

Date _____

First Name _____ Last Name _____

Occupation _____ Employer _____

Home Phone () _____ Cell Phone () _____

Address _____

City _____ State _____ Zip Code _____

Country _____

E-Mail Address _____ (print clearly!!!)

Date of Birth _____ Height _____ Weight (lbs.) _____

Emergency Contact Person (family member) _____

Phone _____ Relationship _____

Emergency Contact #2 _____

Phone _____ Relationship _____

How did you hear about us? _____

Were you referred? _____ If yes, by whom? _____

SIGNATURE _____

! Staff and Experienced Jumpers only !

USPA# _____ Expiration Date _____

USPA License # _____ # of Jumps _____

Ratings _____ Date of Last Jump _____

Reserve pack date _____
-----**Office use only!**

Load No.: _____ Instructor: _____

Altitude: H
L Video
Photos
Combo Skyride
Gift Certificate
Other: _____CC
Cash
Check

!!WARNING!!

“SKYDIVE GOLDEN GATE INC.” informs you that:

Skydiving, parachuting, flying and all of its related activities are dangerous and there are risks involved in your participation. **YOU CAN BE SERIOUSLY OR 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 understand the risks and dangers to my physical person. I have been adequately informed about these dangers and risks and I am sufficiently informed to sign agreements with which I willingly give up important legal rights.”

“I, the informed participant, represent and warrant that I have no physical infirmities, am not under treatment for any physical infirmity or chronic ailment or injury of any kind or nature; and have never been treated for, diagnosed, or had any symptoms of the following: psychological disorder, cardiac or pulmonary conditions or diseases, bleeding disorders, diabetes, fainting spells or convulsions, nervous disorders, kidney or related diseases, high or low blood pressure, current pregnancy, alcoholism, drug addiction or use, back injury, neck injury, or any other disability which might in any way affect my ability to participate fully in skydiving, parachuting, flying or related activities.”

“I have read the attached **Agreement, Release of Liability & Assumption of Risk**; I understand what it says and how it relates to the listed activities. I intend to be bound by the **Agreement, Release of Liability & Assumption of Risk**. I know that when I sign the **Agreement, Release of Liability & Assumption of Risk**, that I give up important legal rights.”

“Being properly informed and warned about the risks and the loss of important legal rights, I wish to participate in the activities of flying, skydiving and parachuting and all of its related activities.”

INITIAL _____

Copy the following Statement to signify understanding

“I realize that skydiving, parachuting and flying are inherently dangerous activities which may result in my serious injury or even death.”

!!! Please write the above sentence !!!

AIRPORT RULES

I have read, understand and shall comply with the Marin County Airport (Gross Field) rules and regulations. **INITIAL** _____

LOST OR STOLEN ITEMS

I understand and accept that “Skydive Golden Gate Inc., Inc.” cannot be held responsible for the loss or theft of personal items left in our facilities or your car while parked on or off our parking lot. **INITIAL** _____

PAYMENT AND REFUND INFORMATION

I understand that all sales are final on gift certificates, jump tickets and photo/video options and that there are no refunds on these items. I understand that in the event that a jump is rescheduled or canceled, I will be required to bring my gift certificate or jump ticket with me when I return to make my jump. I also understand that once issued, "Skydive Golden Gate Inc." will not be responsible for lost, stolen, altered or damaged jump tickets and gift certificates for any reason and has no way to "look up" payment of these items. I also understand that, once in the airplane, upon take-off, if I choose not to make my skydive for any reason, no refunds, gift certificates, jump tickets or rainchecks will be issued.

INITIAL _____

PHOTO/ VIDEO INFORMATION

(1) Refunds for photos/ videos can only be given if we fail to deliver photos or videos due to bad lighting, weather conditions or camera malfunctions or other technical difficulties. If we cannot provide a photo/video package we will only refund the part that we could not provide e.g. If you paid for the video/photo combo (\$120) and we could not deliver the photos we will refund \$41 (which is the add-on from a video package (\$79) to a video/photo combo. (2) If you don't like the way you look in your photos/videos but the products meets our quality standards you will not be issued a refund. (3) If you didn't order photos/or videos prior to going up in the airplane, we will not be able to provide photos/videos. If an instructor decides to take up a camera anyways (although you didn't order them) we cannot guarantee that we will be able to provide photo/videos. (4) In most cases we will edit the video on the day of your jump. On rare cases we will be shipping them to you using standard US mail.

INITIAL _____

AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK

In consideration of being permitted to utilize the facilities and equipment at "**Skydive Golden Gate Inc.**", at the Marin County Airport to engage in parachute activities (including, but not limited to interaction, ground instruction and training, flying and related activities, skydiving, parachuting, freefall, parachute landings, tandem skydiving) hereafter collectively referred to as "parachuting activities", **I HEREBY AGREE AS FOLLOWS:**

(1) I understand and agree that "parachuting activities" are inherently dangerous and may result in serious injury or death. I also understand and agree that, due to the close proximity of the equipment to certain parts of my body, that I may be touched by another person on or near parts of my body during equipment adjustments and/or safety checks that might not be appropriate under other circumstances, but that are necessary and appropriate for the equipment check, for the safety purpose and/or the sport of parachuting. I further understand and agree that the unforeseen may happen and that it is not possible for any person or entity to eliminate all the risks or possibilities of error that can occur while engaging in "parachuting activities". I, therefore, specifically include in this Release any injury resulting from any occurrence, whether foreseen or unforeseen, whether mental, physical, psychological, emotional or otherwise, and whether contemplated or not contemplated.

INITIAL _____

(2) PARTIES RELEASED FROM LIABILITIES: It is my understanding and intent that this Agreement, Release of Liability & Assumption of Risk, specifically include the following as those parties whom I fully release from all liability: **(A)** "Skydive Golden Gate Inc." (a corporation formed in California) and its members, and associated entities, its officers, directors, shareholders, agents, representatives, servants, employees, contractors, volunteers, pilots, instructors, jumpmasters, parachute packers, owners of aircraft and associated entities; **(B)** the Marin County Airport, Marin County and its officers, directors, shareholders, agents, representatives, servants, homeowners,

employees, contractors, volunteers, pilots, owners of aircraft and associated entities; **(C)** Aero Fuel, Inc., a California corporation doing business as Bemac Property and its officers, shareholders, employees, agents, representatives, contractors, subcontractors and vendors **(D)** The owner of record of any land utilized for “parachuting activities”, including the beneficiaries of any California Land Trust or intervius Trust; **(E)** The owners of aircraft in which I am a passenger **(F)** The United States Parachute Association (USPA), its officers, directors and its members; **(G)** All vendors and/or suppliers of materials or equipment used for “parachuting activities”, including, but not limited to, the manufacturers of the equipment, its officers, directors, shareholders, and all associated entities including their officers, directors, shareholders, partners, employees, and all other persons in any way associated with any entity mentioned in the body of this document;**(H)** any other part or entity mentioned in the body of this document by name or by category; **(I)** anyone involved in any manner in my “parachuting activities”, specifically includes, but is not limited to Tandem Skydiving or Experimental Test Parachute Jumping. All parties enumerated in this paragraph shall hereinafter be collectively referred to in this **Agreement, Release of Liability, & Assumption of Risk** as “**Skydive Golden Gate Inc.**” and shall be constituted as incorporating by reference all of the parties enumerated in this paragraph as if their individual names had been set forth in full. INITIAL_____

(3) RISKS CONTEMPLATED: This Agreement, Release of Liability & Assumption of Risk is made on contemplation of all “parachuting activities”, including the foreseen and unforeseen, which shall include, but is not limited to, parachute jumping (tandem or otherwise), ground instructions, flying and all related activities, any aircraft ground operations, the exit from the plane, skydiving, freefall, time under the parachute, the landing, the hike/ walk from the landing area, the car drive back from the landing area, any rescue operations or attempts by “**Skydive Golden Gate Inc.**” INITIAL_____

(4) RELEASE FROM LIABILITY: I hereby release and discharge “**Skydive Golden Gate Inc.**” from any and all liability, claims, demands or causes of action (at law or equity) that I may hereafter have for injuries or damages arising out of my participation in “parachuting activities”, even if caused by the negligence, in any degree, or fault of “**Skydive Golden Gate Inc.**” INITIAL_____

(5) COVENANT NOT TO SUE: I hereby agree that I will not sue or make any claim of any nature whatsoever against “**Skydive Golden Gate Inc.**” for personal injuries or other damages or losses sustained by me as a result of my “parachuting activities” even if such injuries or other damages or losses sustained by me as a result of my “parachuting activities” are caused by the negligence, in any degree, or other fault of “**Skydive Golden Gate Inc.**” INITIAL_____

(6) INDEMNIFICATION AND HOLD HARMLESS:

I hereby agree to Indemnify and forever Save and Hold “**Skydive Golden Gate Inc.**” Harmless from all Claims, Judgments, and Costs, including but not limited to “**Skydive Golden Gate Inc.**” attorney fees, and to **reimburse “Skydive Golden Gate Inc.”** for any expenses whatsoever incurred in connection with any action brought by myself or brought on my behalf or brought by the representatives of my estate. INITIAL_____

(7) ASSUMPTION OF RISK: I understand and acknowledge that “parachuting activities” are inherently dangerous and that I hereby **expressly and voluntarily assume all risk of death or personal injury sustained while participating in “parachuting activities” including the car drive back from the landing area, 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 Golden Gate Inc.”**, including, but not limited to, equipment malfunction from whatever cause, inadequate training, any deficiencies in the landing area, rescue attempts, bad landings, the hike/ walk up from the landing area, the drive back from the landing area or any other injury I may

sustain, even if caused by the negligence, to any degree, or other fault of **“Skydive Golden Gate Inc.”** INITIAL_____

(8) PARTIES BOUND BY THIS AGREEMENT: It is my understanding and intention that this **Agreement, Release of Liability & Assumption of Risk** be binding, not only upon anyone or any equity, including, but not limited to my estate, heirs and assigns, or who may be able to or chooses to sue because of my injuries, damages or death. It is my further understanding and agreement that that this Release is intended to and does release “Skydive Golden Gate Inc.” from any and all claims or obligations of any nature whatsoever arising in any way from my participation in “parachuting activities” and flying”, even if caused by the direct negligence, to any degree, or other fault of **“Skydive Golden Gate Inc.”** INITIAL_____

(9) LIMITATION OF WARRANTY: **“Skydive Golden Gate Inc.”** hereby warrants the equipment provided by **“Skydive Golden Gate Inc.”** has been previously used for “parachuting activities”. This warranty is the only warranty made to me by **“Skydive Golden Gate Inc.”**, and is made in lieu of any other warranties (expressed or implied) including but not limited to warranty of merchantability of fitness for a particular purpose. INITIAL_____

(10) DURATION OF RELEASE: It is my understanding and intention that this Agreement and Release of Liability be effective not only for my first jump but is intended to include any and all subsequent jumps or activities at any time, in any way associated with **“Skydive Golden Gate Inc.”** from and since the date I execute this Agreement, Release of Liability & Assumption of Risk. INITIAL_____

(11) ENFORCEABILITY: I agree that if any portion of this **Agreement, Release of Liability & Assumption of Risk** is found to be unenforceable, or against public policy, that only that portion shall be deleted, but I **hereby specifically waive** any unenforceability or any public argument that I may make, or that may be made on behalf of my estate or by any other person or entity that would sue because of my injury, damages or death. INITIAL_____

(12) 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 Golden Gate Inc.”** INITIAL_____

(13) It is my intention and agreement with **“Skydive Golden Gate Inc.”** that this document be broadly and liberally construed in favor of **“Skydive Golden Gate Inc.”** and against me (or anyone purporting to act on my behalf or any representative of my estate), and that all ambiguities be resolved in favor of **“Skydive Golden Gate Inc.”** INITIAL_____

(14) I HEREBY AUTHORIZE “SKYDIVE Golden Gate Inc.” or its assignee to take photographs and video, as they may deem appropriate, of me or of my party and to use those photographs in such a manner as they may deem appropriate. I specifically waive any interest, propriety or otherwise, I may have in such photographs and video. INITIAL_____

(15) I hereby agree to pay for any and all damages to any and all equipment, parachutes, aircraft, grounds or airport properties which may occur during my “parachuting activities” that is caused by me or by my actions. INITIAL_____

(16) ASSIGNMENT OF PROCEEDS: In the event that I (or anyone on my behalf or any representatives of my estate) file a lawsuit against **“Skydive Golden Gate Inc.”** and funds, or any tangible objects or assets, are, in fact, collected, then I hereby irrevocably agree to pay 1% of such funds (or tangible objects or assets) to a nominee, to be selected by **“Skydive Golden Gate Inc.”** with the understanding that such funds (or tangible objects or assets) be distributed amongst the entities that constitute **“Skydive Golden Gate Inc.”** including, but not limited to the person or entity

against whom a judgment was obtained and funds (or tangible objects or assets) were collected from. I further agree that, in the event that I, or anyone on my behalf or any representative of my estate, hire an attorney to pursue any lawsuit against “**Skydive Golden Gate Inc.**”, that I, or anyone on my behalf or such a representative of my estate, will be solely and personally responsible to pay an attorney hired by me (or any attorney hired by anyone on my behalf or any attorney hired by any representative of my estate). In no case shall any attorney hired by me (or any attorney hired by anyone purporting to act on my behalf or any attorney acting on behalf of my estate) be permitted to seek to collect their fees from “**Skydive Golden Gate Inc.**”, and no attorney fees shall be deducted from any sum (or tangible objects or assets) to be paid by or to “**Skydive Golden Gate Inc.**”

INITIAL_____

(17) It is my understanding and intent that this assignment is irrevocable and will supersede any subsequent assignment of funds or fee agreement, which I, or anyone may enter into on my behalf with any attorney or law firm. I further agree that this paragraph is separate and apart from the indemnification for attorney fees I have signed which is part of this Agreement. I further agree and understand that, in addition to paying the proceeds (in whatever form that takes), that I (or anyone acting on my behalf or any representative of my estate) will be totally and wholly responsible for any and all attorney fees charged or billed by any attorney or law firm representing me or my estate.

INITIAL_____

(18) LACK OF INSURANCE: I have been advised and recognize that while engaging in “parachuting activities”, I am not covered by any accident or general liability insurance policy issued to “**Skydive Golden Gate Inc.**” **INITIAL**_____

(19) NON-MODIFIABLE: I have been advised and I understand and agree that this **Agreement, Release of Liability & Assumption of Risk** and its contents may not be modified, except in writing, and, if modified in writing, the modifications shall be enforceable only against that person or entity whose signature appears thereon. I further state no oral representations, promises or warranties have been made to me, other than what appears in this document, and further, that I am not relying on any oral statements, representations, promises or warranties that have been made to me outside of this Agreement, other than what appears in this document. **INITIAL**_____

UNDERSTANDING OF AGREEMENT: I hereby certify that I have read and understand the contents of this entire multiple page Agreement, Release of Liability & Assumption of Risk document and the Warning from “**Skydive Golden Gate Inc.**”, and that I intend to be bound by these terms and conditions. I hereby state that I have signed a separate acknowledgment of understanding of risks and responsibilities of skydiving. I further state that I fully understand that by signing these documents, I intend to forever give up important legal rights for myself and/or my estate and my heirs.

I have read and affixed my initials to each of the preceding nineteen (19) paragraphs of this document on this

_____ day of _____, _____.

(1st-31st) (month: January - December) (year)

Executed at Novato, California.

Date_____ Passenger Signature_____

Staff member witness signature _____