



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 this Agreement.

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

Indemnity Against Claims

The Participant will indemnify, save and hold harmless Saratoga Xtreme, LLC James A. Heber, Joan D. Heber, Herman J. Heber, Antoinete N. Heber, Jacob Heber, Heber Airpark Inc, Airway Meadows Inc, U.S.P.A. all gear manufacturers 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)

Obligations 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)

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 Saratoga Xtreme, LLC, and shall be binding upon the Participant's or his/her estate's heirs, executors and administrators.

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

Duration of Release

It is my understanding and intention that this Release and Agreement be effective not only for my first skydive but for any subsequent skydives or activities in any way associated with Saratoga Xtreme, LLC.

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

Enforceability

I agree that if any portions of this Release and Agreement are found to be unenforceable or against public policy, that only that portion shall fail, but I specifically waive any un-enforceability or any public policy argument that I may make or that may be made on behalf of my estate or by anyone who would sue because of my injury or death.

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

Media Release

I agree and am willing to allow Saratoga Xtreme, LLC, to use my image or name on any film, videotape or printed material taken at Saratoga Xtreme, LLC, for publicity or entertainment purposes at no charge to Saratoga Xtreme, LLC.

\_\_\_\_\_ (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 provision of the foregoing paragraphs relating to assumption of risk, exemption from liability, covenant not to sue, indemnity against claims, obligation to pay expenses, continuation of obligations, and duration of release. 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 judgment and all the legal expenses including attorney's executing this Agreement or participating in the activities contemplated by this Agreement.

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

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

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

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

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

Instructor

I hereby certify that I have fully explained the nature and effect of the Agreement and Release of Liability to the individual whose name appears above this, \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

# UNINSURED UNITED PARACHUTE TECHNOLOGIES, LLC 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, LLC, doing business as UPT Vector, and Saratoga Xtreme, LLC, 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, LLC, d/b/a UPT Vector, 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, LLC, d/b/a UPT Vector shall be enforceable against me by the Uninsured United Parachute Technologies, LLC,. d/b/a UPT Vector.

\*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 288 Brownville Road, Gansevoort, NY 12831.  
(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.**