

# CENTRAL MICHIGAN SKYDIVERS

**Welcome to the world of SKYDIVING!** You are about to share in a unique and exciting adventure. On eagles wings you'll see beauty beyond measure and experience the feeling of absolute freedom. You're going to fly... but first your going to read.

In addition to providing the necessary information about yourself, you will need to read and sign **ALL** of the agreements. **ALL** of the paragraphs in these agreements **MUST** be initialed as well. Enter **ALL** information by printing, except where your signature is required. Please print carefully. Each item must be completed in full. Thank you for your time and patience.

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<b>Last Name</b>	<b>First Name</b>	<b>M.I.</b>	<b>M/F</b>	<b>Height</b>	<b>Weight</b>
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<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
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<b>Home Phone</b>	<b>Cell Phone</b>	<b>Birth Date</b>	<b>Age</b>
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<b>Drivers License (to verify over 18)</b>	<b>Email Address</b>	<b># Previous Jumps</b>
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<b>In case of Emergency Notify: Name</b>	<b>Telephone #</b>	<b>Relationship to you</b>
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<b>Experienced USPA license</b>	<b>Member #</b>	<b>Instructor, Rigger, Videographer, ect.</b>
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**Jumpers:**

**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 or mental 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.” (\_\_\_\_\_) \* INITIAL

**Infirmities/Physical problems (list):** I Have None: (\_\_\_\_\_) \* INITIAL

**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 OR HER OWN SAFETY.** (\_\_\_\_\_) \* INITIAL

**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.**

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<b>Signature of Participant</b>	<b>Date</b>
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<b>Signature of Central Michigan Skydivers Representative</b>	<b>Date</b>
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## AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK

(Initial all paragraphs)\*

IN CONSIDERATION of being permitted to utilize the facilities of CENTRAL MICHIGAN SKYDIVERS (and its 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 agreed between the parties that “parachuting activities” are inherently dangerous and may result in injury or death. It is further agreed between the parties that the unforeseen may happen and that no one can delineate all risks or possibilities of error. Therefore, I specifically include in the Release, any injury resulting from any occurrence, whether foreseen or unforeseen, and whether contemplated or not contemplated, which is in any way connected with my skydiving from or presence at the Mt. Pleasant Municipal airport or any other place or entity connected with the parties included. ( ) \*
2. **PARTIES INCLUDED:** I understand that this Agreement, Release of Liability and Assumption of Risk includes CENTRAL MICHIGAN SKYDIVERS, and any of its officers, employees, volunteers, pilots, instructors, jumpmasters, the owner of the aircraft, including but not limited to MT. PLEASANT MUNICIPAL AIRPORT, THE CITY OF MT. PLEASANT, MICHIGAN, AND S.B. SCHLOSSER, LLC, the owners of any land utilized for “parachuting activities” adjacent property owners, the United States Parachute Association and its members, anyone working with or for CENTRAL MICHIGAN SKYDIVERS, and anyone involved in any manner in my “parachuting activities,” and specifically including but not limited to tandem or experimental test parachute jumping to include tandem parachute jumping, hereinafter collectively referred to in this Agreement, Release of Liability and Assumption of Risk as “CENTRAL MICHIGAN SKYDIVERS.” ( ) \*
3. This entire Release of Liability and Assumption of Risk is expanded to include all parties mentioned anywhere in the body of the 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, and all associated entities, and partners, and all other persons in any way associated with any entity or category mentioned in the body of this document, including MT. PLEASANT MUNICIPAL AIRPORT, THE CIT OF MT. PLEASANT, MICHIGAN, AND S. B. SCHLOSSER, LLC, the owners of any land utilized for “parachuting activities” adjacent property owners, the United States Parachute Association and its member, anyone working with or for CENTRAL MICHIGAN SKYDIVERS, and anyone involved in any manner in my “parachuting activities.” ( ) \*
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, ground instruction, flying and related activities, the exit, skydiving, freefall, time under the canopy, the landing, any rescue operations or attempts by “CENTRAL MICHIGAN SKYDIVERS,” MT. PLEASANT MUNICIPAL AIRPORT, and/or THE CITY OF MT. PLEASANT, MICHIGAN, whether on or off the designated landing area, or any facilities used by “CENTRAL MICHIGAN SKYDIVERS.” This agreement shall also include any ground transportation provided to me by any entity in any way associated with “CENTRAL MICHIGAN SKYDIVERS.” ( ) \*
5. **RELEASE OF LIABILITY:** I hereby release and discharge “CENTRAL MICHIGAN SKYDIVERS,” MT. PLEASANT MUNICIPAL AIRPORT, THE CITY OF MT. PLEASANT, MICHIGAN, from any and all liability, claims, demands or causes of action that I may hereafter have for injuries or damages arising out of my participation in “parachuting activities” even if caused by negligence or other fault of “CENTRAL MICHIGAN SKYDIVERS,” MT. PLEASANT MUNICIPAL AIRPORT, and/or THE CITY OF MT. PLEASANT, MICHIGAN. ( ) \*
6. **COVENANT NOT TO SUE:** I further agree that I WILL NOT SUE OR MAKE CLAIM against “CENTRAL MICHIGAN SKYDIVERS,” MT. PLEASANT MUNICIPAL AIRPORT, and/or THE CITY OF MT. PLEASANT, MICHIGAN, and S. B. SCHLOSSER, LLC, the owners of any land utilized for “parachuting activities” even if caused by negligence or other fault of “CENTRAL MICHIGAN SKYDIVERS,” MT. PLEASANT MUNICIPAL AIRPORT, and/or THE CITY OF MT. PLEASANT, MICHIGAN. ( ) \*
7. **INDEMNIFICATION AND HOLD HARMLESS:** I also agree to INDEMNIFY AND HOLD “CENTRAL MICHIGAN SKYDIVERS,” MT. PLEASANT MUNICIPAL AIRPORT, and/or THE CITY OF MT. PLEASANT, MICHIGAN, HARMLESS from all claims, judgments and costs, including but not limited to attorney's fees, and to reimburse them for any expenses whatsoever incurred in connection with any action 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. At the option of CENTRAL MICHIGAN SKYDIVERS the amount shall be a minimum of \$5,000. ( ) \*
8. **ASSUMPTION OF RISK:** I understand and acknowledge that “parachuting activities” are inherently dangerous and I 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 OR OTHER FAULT OF “CENTRAL MICHIGAN SKYDIVERS,” MT. PLEASANT MUNICIPAL AIRPORT, and/or THE CITY OF MT. PLEASANT, MICHIGAN. ( ) \*

**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 or 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 “CENTRAL MICHIGAN SKYDIVERS,” Scott Schlosser, S. B. SCHLOSSER, LLC, MT. PLEASANT MUNICIPAL AIRPORT, and/or THE CITY OF MT. PLEASANT, MICHIGAN, 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 or other fault of “CENTRAL MICHIGAN SKYDIVERS,” MT. PLEASANT MUNICIPAL AIRPORT, and/or THE CITY OF MT. PLEASANT, MICHIGAN. ( ) \*

**10. LIMITATION OF WARRANTY:** “CENTRAL MICHIGAN SKYDIVERS,” hereby warrants that the equipment provided by “CENTRAL MICHIGAN SKYDIVERS,” 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 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 “CENTRAL MICHIGAN SKYDIVERS.”( ) \*

**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 fail, 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 would 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 “CENTRAL MICHIGAN SKYDIVERS,” MT. PLEASANT MUNICIPAL AIRPORT, and/or THE CITY OF MT. PLEASANT, MICHIGAN. ( ) \*

**14.** It is my agreement with “CENTRAL MICHIGAN SKYDIVERS” and my intention that this document be broadly construed in favor of “CENTRAL MICHIGAN SKYDIVERS,” MT. PLEASANT MUNICIPAL AIRPORT, and/or THE CITY OF MT. PLEASANT, MICHIGAN, and against me and that any and all ambiguities be resolved in favor of “CENTRAL MICHIGAN SKYDIVERS,” MT. PLEASANT MUNICIPAL AIRPORT, and/or THE CITY OF MT. PLEASANT, MICHIGAN. ( ) \*

**15.** It is further agreed between the parties that no matter where venue lies, any lawsuits shall be filed in State Court of Isabella County, Michigan. It is further agreed that in the event any lawsuit is filed other than in State Court of Isabella County, Michigan, such lawsuit shall be moved to Isabella County, Michigan or such other locations, as “CENTRAL MICHIGAN SKYDIVERS” shall specify, on Motion and at the option of “CENTRAL MICHIGAN SKYDIVERS.” ( ) \*

**16.** I hereby agree to pay for damages to any and all equipment, parachutes, aircraft, ground or airport properties, which are caused, in whole or in part, by me. ( ) \*

**17.** In addition to the other rights which I have waived by signing this document, I also specifically waive my right to pursue the principal in an agent relationship including, but not limited to, a situation where I or someone suing on my behalf allege that an agent for the principal for the act of the agent including, but not limited to, my right to sue the legal principal for the acts of the agent. ( ) \*

**18.** I hereby authorize “CENTRAL MICHIGAN SKYDIVERS” 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. ( ) \*

**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. I also understand if I wish, I may have my own attorney review this document before I sign it. ( ) \*

**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. ( ) \*

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Signature

(Print your name)

Date

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Signature of Central Michigan Skydivers Representative

Date