

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.

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

Signature of Participant	Date
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Signature of Central Michigan Skydivers Representative	Date
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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. () *

Signature

(Print your name)

Date

Signature of Central Michigan Skydivers Representative

Date

**S. E. Inc. d/b/a
STRONG ENTERPRISES**

11236 SATELLITE BLVD.

ORLANDO, FL 32837

(407) 859-9317

FAX (407) 850-6978

THE PARACHUTE COMPANY WITH IMAGINATION

**VOLUNTEER PARACHUTE JUMPER WAIVER AND ASSUMPTION OF RISK AGREEMENT
IMPORTANT - READ BEFORE YOU SIGN. YOUR ARE GIVING UP IMPORTANT LEGAL RIGHTS.**

VOLUNTEER JUMPER

Print Name: _____

Address: _____

Phone: _____ **Date:** _____

VOLUNTEER PASSENGER PARACHUTIST JUMPER WAIVER ASSUMPTION OF RISK AGREEMENT

I, _____ (passenger parachutist), hereby acknowledge that I have voluntarily applied to participate in parachuting instruction and training, culminating in a parachute jump at **Mt. Pleasant Municipal Airport**.

I AM AWARE THAT PARACHUTE INSTRUCTION AND JUMPING ARE ULTRA HAZARDOUS ACTIVITIES, AND AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.

_____ **(Initials)**

In consideration of S. E. Inc. d/b/a STRONG ENTERPRISES, Strong Certified Tandem Instructors, and Central Michigan Skydivers, (hereinafter referred to as "Corporations") allowing me the privilege of utilizing a dual harness, dual container parachute pack assembly owned by the Corporations for the purpose of my performing an intentional parachute jump and use of their facilities, I agree that:

1. REPRESENTATIONS, WARRANTIES AND ASSUMPTION OF RISK. I understand that I will be performing a parachute jump or jumps in a program pursuant to the Federal Aviation Regulations 14 CFR Part 105.45, for tandem parachute jumps by persons wearing a dual harness, dual parachute pack. I understand that parachute jumping is very dangerous and that parachute jumping will expose me to risk of serious personal injury, death and/or property damage. I understand that the success of my jump depends upon the perfect functioning of the airplane from which I intend to jump and of the parachute system, but that neither the airplane nor the parachute system can be entirely depended upon to function perfectly, because each of them is subject to mechanical malfunction and operator error. For the thrill of participating in this activity, I freely and voluntarily choose to assume all the risks inherent in parachute jumping, including but not limited to risks of equipment malfunction or failure to function which may result from some defect in design or manufacture, or from improper or negligent operation or use of the equipment.

_____ **(Initials)**

2. EXEMPTION FROM LIABILITY. I, my heirs, next of kin, assigns, distributees, executors, administrators, guardians, legal representatives, exempt, release and forever discharge the Corporations, their officers, directors, agents, representative, servants, employees, shareholders, successors, assigns, suppliers and the operators of airlift aircraft as well as the owners and lessees of land upon which the parachute jumping and related aircraft operations are conducted from any and all liability, claims, demands or actions or causes of action whatsoever arising out of damages, loss, death, injury to me or my property while participating in any of the activities contemplated by this Agreement, whether such loss, damage, or injury results from the negligence, and/or gross negligence, of the Corporations and/or any other person or business or from any other cause including injuries that may be suffered by me before, during or after the parachute jump.

_____ **(Initials)**

3. COVENANT NOT TO SUE. I, my heirs, next of kin, assigns, distributees, executors, administrators, guardians, legal representatives and assigns agree never to institute any suit or action at law or otherwise against the Corporations, their officers, directors, agents, employees, representatives, servants, shareholders, suppliers, operators of airlift aircraft, or against the owners or lessees of land upon which the parachute jumping and related aircraft operations are conducted, nor to initiate or assist the prosecution of any claim for damages or cause of action which I, my heirs, next of kin, distributees, executors, administrators or assigns hereafter may have by reason of death or injury to my property arising from the activities contemplated by this Agreement which I ever had or may have in the future.

_____ **(Initials)**

4. INDEMNITY AGAINST CLAIMS. I hereby agree that, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns will indemnify, save and hold harmless the Corporations, their officers, directors, agents, representatives, servants, employees, and shareholders, suppliers, and operators of airlift aircraft as well as the owners and lessees of land upon which these activities are conducted from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any persons or organizations arising directly or indirectly from my parachute jumping. _____ **(Initials)**

5. CONTINUATION OF OBLIGATIONS. I agree and acknowledge that the terms and conditions or the foregoing ASSUMPTION OF RISK, EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGAINST CLAIMS shall continue in full force and effect now and in the future at all times during which I participate either directly or indirectly in parachute jumping and shall be binding upon my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns of my estate. _____ **(Initials)**

6. Waiver of Jury Trial/Applicable Law/Venue/Arbitration. I agree that the law of the State of Florida shall apply to issues involving the construction, interpretation, and validity of the 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 by bringing a lawsuit or claim against any of the organizations and/or persons described herein, I waive my right to a jury trial, and agree that Orange County, Florida shall be the sole venue for any suit or action arising from the activities covered by this Agreement, to which jurisdiction I, on behalf of myself, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns, agree to submit. I further agree that the Corporations, in their sole discretion, may compel me, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns to submit said claim to arbitration in accordance with the Arbitration Rules of the American Arbitration Association. _____ **(Initials)**

7. Damages, Attorney's Fees and Costs. 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 herein, I, on behalf of myself, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns, agree that such organizations and/or persons shall be entitled to recover, in addition to any other damages which may be incurred, attorney's fees and costs incurred in the defense of such action, including any appeals therefrom. _____ **(Initials)**

8. HEADINGS. 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.

I FURTHER EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OR THE PROVINCE OR STATE IN WHICH THE PARACHUTE JUMP IS MADE, AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE FULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ALL THE TERMS CONTAINED HEREIN BETWEEN MYSELF, Central Michigan Skydivers, and _____, (leave blank - Instructor), AND/OR IT'S AFFILIATED ORGANIZATIONS, AND I HAVE SIGNED IT OF MY OWN FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE, this day _____ of _____, 20____ at Mt. Pleasant Municipal Airport.

VOLUNTEER JUMPER

Signed: _____

How did you hear about Central Michigan Skydivers? _____

Print Name: _____

Driver License No: _____

S.E. Inc. d/b/a STRONG ENTERPRISES WITNESS:

Age: _____ Sex: _____

By: _____
Central Michigan Skydivers, Inc.

Height: _____ Weight: _____

Title: _____
CMS Job Description

Number of Previous Jumps: _____