



# AIR SPORTS PARACHUTE TEAM LLC.

## SKYDIVING AGREEMENT

**THIS IS AN IMPORTANT LEGAL DOCUMENT.  
BY SIGNING IT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS. PLEASE READ IT CAREFULLY.**

In consideration of AIR SPORTS PARACHUTE TEAM LLC / BOB EDMISTON / CHARLES JULIAN allowing [REDACTED] to utilize the facilities and participation in the 2019 Skydiving Santa's, parachuting, aviation and related activities (herein after referred to as activities covered by the agreement"). I agree that:

**1. ASSUMPTION OF RISK.** I know and understand the scope, nature and extent of the risks involved in the activities covered by this agreement. I understand these risks include, but not limited to: equipment malfunction and/or failure to function; defective and/or negligent design and/or manufacture of equipment; improper and negligent parachute packing and/or assembly; improper and/or negligent operation and/or instruction and/or supervision. I voluntarily, freely and expressly choose to incur all risks associated with the activities covered by this Agreement, understanding that those risks may include personal injury, damage to property, and/or death.

**INITIAL:** \_\_\_\_\_ ▶

**2. EXEMPTION AND RELEASE OF LIABILITY.** I exempt and release the following persons, corporations and organizations: Air Sports Parachute Team LLC, Bob Edmiston, Charles Julian, Westgate Resorts, Cocoa Beach Pier, Archangel Aviation, City of Cocoa Beach, Brevard County, Indian River County, FL. and affiliations, Valiant Air Command Inc., all aircraft owners, pilots with whom it contracts for flying services. Including all of each person's corporations and organizations officers, agents, servants, employee's, lessors; (herein after collectively referred to as "Releases"), from any and all liability, claims, demands or actions or causes of actions whatsoever arising out of any damage, loss or injury to me or my property, or death, while upon the premises or aircraft or while participating in any of the activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive, of any Releases, or from another cause.

**INITIAL:** \_\_\_\_\_ ▶

**3. COVENANT NOT TO SUE.** I agree never to institute any suit or action of law or otherwise against any of the Releases, 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 other fault, either active or passive, of any of representatives, and/or anyone else claiming on my behalf, shall not institute any suit or action of law or otherwise against any Releases, nor shall they initiate or assist the prosecution of any claim for damages or 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

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my person or property or my death, arising from activities covered by this Agreement, whether caused by the negligence and / or other fault, either active or passive, of any Releases, 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 such suit or action of law or otherwise be instituted against any of the Releases, I agree that such, Releases shall be entitled to recover attorney's fees and costs incurred in defense of such suit or action, including any appeals there from.

**INITIAL:**  \_\_\_\_\_

**4. INDEMNITY AGAINST THIRD PARTY CLAIMS.** I will indemnify, save and hold harmless, release from any and all losses, claims, actions, or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from my participation in the activities covered by this Agreement, whether resulting from the negligence and/or fault, either active or passive, of any Releases or from any other cause.

**INITIAL:**  \_\_\_\_\_

**5. VALIDITY OF WAIVER.** I understand and agree that if I institute, or anyone on my behalf institutes any suit or action at law or any claim for damages of cause of action against any of the Releases 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 as evidence in court, and that agreements like this one have been upheld in courts in similar circumstances.

**INITIAL:**  \_\_\_\_\_

**6. REPRESENTATION AND WARRANTIES.** I represent and warrant that (a) I have no physical infirmity, except those listed below, am not under the treatment for any other physical infirmity or chronic ailment or injury of any nature, and have never been treated for any of the following: cardiac or pulmonary conditions or disease, 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 this present time and (c) **I DO** **I DO NOT** (circle one) wear corrective lenses

**INITIAL:**  \_\_\_\_\_

**SIGNATURE:**  \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS:**  \_\_\_\_\_ **DATE:** \_\_\_\_\_

Bob Edmiston or Charles Julian, Air Sports Parachute Team, LLC