

S.E. Inc. D/b/a
STRONG ENTERPRISES

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THE PARACHUTE COMPANY WITH IMAGINATION

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 _____ (place of instruction and jump)

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 RISK OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.

_____(Initials)

In consideration of S.E. Inc. D/b/a STRONG ENTERPRISES. Strong Certified Tandem Instructors (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 as follows:

1. REPRESENTATIONS, WARRANTIES AND ASSUMPTION OF RISK

I understand that I will be performing a parachute jump or jumps in a program pursuant to 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. _____ (Initial)

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, representatives, servants, employees, shareholders, successors, assigns, suppliers and the operators of the 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. _____ (Initial)

3. COVENANT NOT TO SUE.

I, my heirs, next of kin, assigns, distributes, executors, administrators, guardians and legal representatives agree never to institute any suit or action at law or otherwise against the Corporations, their officers, directors, agents, representatives, servants, employees, shareholders, suppliers and the operators of the airlift aircraft, or against the owners or lessees of land upon which the parachute jumping an 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, distributes, executors, administrators or assigns hereafter may have by reason of death or injury to my person or to my property arising from the activities contemplated by this

Agreement which I ever had or may have in the future. _____ (Initial)

4. INDEMNITY AGAINST CLAIMS.

I hereby agree that, my heirs, next of kin, distributes, 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 organisations arising directly or indirectly from my parachute jumping.

_____ (Initial)

5. CONTINUATION OF OBLIGATIONS.

I agree and acknowledge that the terms and conditions of 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 time during which I participate either directly or indirectly in parachute jumping and shall be binding upon my heirs, next of kin, distributes, executors, administrators, guardians, legal representatives and assigns of my

estate. _____ (Initial)

6. DAMAGES, ATTORNEY'S FEES & COSTS

Should any suit or action at law or otherwise be instituted in violation of the Agreement against any of the organisations and /or persons described herein, I, on behalf of myself, my heirs, next of kin, distributes, executors, administrators, guardians, legal representatives and assigns, agree that such organisations 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 there from.

_____ (Initials)

7. HEADINGS

I agree that the headings and sub-headings 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 PERMITTED BY THE LAW OF 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 AND _____

_____ (name of instructor and facility).

AND/OR IT'S AFFILIATED ORGANISATIONS, 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 the _____ day of _____ 20_____

at _____

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

WITNESS : VOLUNTEER JUMP

By : _____ SIGNED : _____

Title : _____ Print Name : _____

Drivers License No.: _____ Age : _____ Sex : _____

Height : _____ Weight : _____

Number of Jumps : _____

INDEMNITY

I, the undersigned (name) _____
being an applicant for membership of EP Skydivers, as per the application overleaf hereby place on record that I participate in all skydiving activities at my own risk, and, being aware of all the hazards involved in parachuting, do hereby for myself, my heirs, executors and assigns, indemnify EP Skydivers and/or any member of my family for any loss or injury sustained by me as a result of anything done or omitted by the said skydiving school, and/or its members and or its servants and/or its agents up to and including my date of application for membership and/or during the period of my membership.

MEDICAL HISTORY

Do you suffer from, or are you being treated for : (circle which is applicable)

Epilepsy	Yes / No
Diabetes	Yes / No
Heart Condition	Yes / No
Blackouts or Dizzy Spells	Yes / No
High Blood Pressure	Yes / No
Low Blood Pressure	Yes / No
Asthma	Yes / No
Ear Problems	Yes / No
Dizziness	Yes / No
Infection	Yes / No
Eyes	Glasses / Contacts / Single Limited Eye Vision

PREVIOUS FRACTURES:

Legs	Yes / No
Ankles	Yes / No
Back	Yes / No
Wrist	Yes / No
Shoulders	Yes / No
Are you presently taking any medication?	Yes / No
Are you addicted to alcohol or other habit forming drugs?	Yes / No

Blood Group: _____ Allergies: _____

I hereby except the terms of this indemnity and certify that all information supplied above is correct to the best of my knowledge

Signed at _____ on this the _____ (day)

of _____ (month) _____ (year)

Applicant's Signature: _____

Full Names : _____

Guardian's Signature: _____ (if under 21)

As Witness: _____