

FIREBIRD TANDEM PARACHUTIST WAIVER AND ASSUMPTION OF RISK AGREEMENT

READ BEFORE YOU SIGN. YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.

PARACHUTIST JUMPER

PRINT NAME: _____

ADDRESS: _____

PHONE: _____

DATE: ____/____/____ OF 20____

FIREBIRD USA LLC

409 N. MAIN ST
ELOY AZ 85131

1405 FLIGHTLINE BLVD
DELAND FL 32724



I, _____ (PARACHUTIST), HEREBY ACKNOWLEDGE THAT I HAVE REACHED THE AGE OF 18 OR THE LEGAL AGE MAJORITY AS DICTATED BY THE STATE IN WHICH I AM MAKING MY TANDEM JUMP, AND I HAVE VOLUNTARILY APPLIED TO PARTICIPATE IN PARACHUTING INSTRUCTION AND TRAINING, CULMINATING IN A PARACHUTE JUMP AT _____

I AM AWARE THAT PARACHUTE JUMPING ARE HIGHLY 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 FIREBIRD USA LLC, FIREBIRD CERTIFIED TANDEM PILOTS AND INSTRUCTORS (HEREINAFTER REFERRED TO AS "CORPORATIONS") ALLOWING ME THE PRIVILEGE OF UTILIZING A DUAL HARNESS, DUAL CONTAINER PARACHUTE 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 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 ASSEMBLY.

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, DISTRIBUTES, 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.

_____ (INITIALS)

3. COVENANT NOT TO SUE. I, MY HEIRS, NEXT OF KIN, DISTRIBUTES, 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, 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.

_____ (INITIALS)

4. **INDEMNITY AGAINST CLAIMS.** I HEREBY AGREE THAT, MY HEIRS, NEXT OF KIN, 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, 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 ARIZONA SHALL APPLY TO ISSUES INVOLVING THE CONSTRUCTION, INTERPRETATION, AND VALIDITY OF THIS AGREEMENT, AND THAT ARIZONA 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 PINAL COUNTY, ARIZONA 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, 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, 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, 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 THERE FROM.

----- [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 OF COUNTRY AND/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 FACILITY], 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 -----/----- OF 20----- AT -----

WITNESS:

SIGNED:-----
PRINT NAME:-----
FUNCTION: -----

PARACHUTIST

SIGNED:-----
PRINT NAME:-----
DRIVER LICENSE NO: -----
AGE:----- SEX:-----
HEIGHT:----- WEIGHT:-----
NUMBER OF JUMPS:-----