

WAIVER PART 1 OF 8

Tribe of the Traveling Tiki, INC., DBA Skydive Melbourne Beach, Sand on the Beach, INC., Jeffery Holmstock, Bill Flynn, Hans Rittinger, employees, successors and or assigns of the above mentioned entities and individuals, agreement not to sue.

This is an important legal document! By signing it, you are giving up certain rights. **PLEASE READ IT CAREFULLY BEFORE SIGNING**

For more information or questions about your skydive, please consult a qualified instructor. For more information or questions about this document, please seek professional legal advice.

In consideration for being permitted to participate in skydiving, parachute jumping, tandem jumping, accelerated freefall instruction, demonstration jumps, water jumps, ground transportation, flying and related activities (hereinafter collectively referred to as “activities covered by this Agreement”) conducted during the event, I further agree that:

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

I, _____ hereby acknowledge that I have
(Print Full Name) reached the age of majority as dictated by the state in which I am making my Tandem, AFF or Solo Jump, and I have voluntarily applied to participate in the parachuting activities held on Date: 11/01/21-12/31/22 at the public beach located at 1005 Atlantic St, Melbourne Beach, FL 32951 culminating in parachute jumps during the same date.

Sign and Date: _____

WAIVER PART 2 OF 8

Name: (Last/First) _____

1) RELEASE OF LIABILITY. I exempt and release the following persons, corporations, and organizations: Tribe of the Traveling Tiki, INC., DBA Skydive Melbourne Beach, Sand on the Beach, INC., Jeffery Holmstock, Bill Flynn, Hans Rittinger, employees, successors and or assigns of the above mentioned entities and individuals and any and all of their Instructors, contractors and subcontractors, pilots, riggers, drivers, officers, directors, agents, employees, and members; the owners and manufacturers of the aircraft, motor vehicles, boats, land and equipment utilized for parachuting and related activities, including ground and water transportation associated therewith; and all other landowners, tenants and sponsors of the "event" (hereinafter collectively referred to as "**Releasees**"), from any and all liability, claims, demands, or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, while participating in any of the activities during the "Event" by this agreement, whether resulting from the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause.

2) ASSUMPTION OF RISK. I understand that I will be participating in a parachute jump or jumps pursuant to Federal Aviation Regulations and United State Parachute Association guidelines. 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.

Sign and Date: _____

PART 3 OF 8

3) COVENANT NOT TO SUE. I, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns agree never to institute any suit or action at law or otherwise against the Releasees, 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 person or to my property arising from the activities contemplated by this Agreement which I ever had or may have in the future.

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 Releasees, 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.

5) 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 Releasees, 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 releasees and/or 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.

Sign and Date: _____

WAIVER PART 4 OF 8

6) **VALIDITY OF AGREEMENT.** If I institute, or if anyone on my behalf institutes, any lawsuit, cause of action, or claim for damages against any of the Releasees because of injury to my person or property, or my death, as a result of my participation in the activities covered by this Agreement, I understand that this Agreement can and will be used in court, and that agreements like this one have been upheld by courts in similar circumstances.

7) **NO INSURANCE AVAILABLE.** I understand that the activities covered by this Agreement are not covered by any accident or liability insurance policy issued to any of the Releasees.

8) **GROUND TRANSPORTATION NOT MANDATORY.** I understand that my use of ground transportation provided by the Releasees between the landing area and the loading area is not mandatory, and that I may walk or provide my own transportation if I choose to do so.

Sign and Date: _____

WAIVER PART 5 OF 8

9) **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 this

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/Releasees described herein, I waive my right to a jury trial, and agree that Brevard 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 Releasees, 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.

10) **LIMITATION OF WARRANTY.** The Releasees warrant that the equipment provided for Skydiving/parachuting activities has been previously used for skydiving/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 a particular purpose. I understand and accept this limitation of warranty.

11) **SEVERABILITY OF PROVISIONS.** I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and if any portions of this Agreement are found to be unenforceable or against public policy, that only those portions shall fail, and I agree to be bound to the remainder of the Agreement. I specifically waive any unenforceability or public policy argument that I could make or could be made on behalf of my estate or by anyone who would sue the Releasees as a result of my participation in the activities covered by this Agreement.

Sign and Date: _____

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12) CONTINUATION OF OBLIGATIONS. I agree and acknowledge that the terms and conditions or the foregoing ASSUMPTION OF RISK, RELEASE OF 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 events affiliated with above mentioned organizations and releasees and shall be binding upon my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns of my estate.

13) REPRESENTATIONS AND WARRANTIES. I represent and warrant that (a) I have no physical infirmity or chronic ailment, except those listed below, am not under treatment for any physical infirmity or chronic ailment or injury of any nature, and have never been treated for the following: Cardiac/pulmonary conditions or disease, diabetes, high or low blood pressure, fainting spells, seizures or convulsions, nervous system disorder, kidney or related diseases, shortness of breath, hearing loss or impairment. (b) I am not taking any medication of any kind. I have not taken any alcoholic beverages or drugs within the last twelve hours. I have not been scuba diving within the last 24 hours.

List any Infirmities. If none, then state "NONE" on the line below:

Infirmities:_____.

Sign and Date:_____

WAIVER PART 7 OF 8

14) **WAIVER OF RIGHTS.** I understand that signing this document surrenders important legal rights for me, and that I intend to do so.

15) **RULES AND CONDITIONS.** I accept that all rules and conditions are subject to change without notice.

16) **TRAINING.** I represent and warrant that I have been thoroughly and completely trained in all activities contemplated by this Agreement.

17) **PHOTO & VIDEO RELEASE.** For valuable consideration received, I hereby grant to Releasees, event photographer and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs or video images of me, or in which I may be included, for editorial, trade, advertising and any other purpose and in any manner and medium, to alter the same without restriction; and to copyright the same. This includes any and all uses. The purchase price is for personal use only. I hereby release Photographer and its legal representatives and assigns from all claims and liability relating to said photographs.

18) **ENTIRE AGREEMENT.** I understand this Release contains the entire agreement between parties to this agreement and the terms of this release are contractual and not a mere recital.

Sign and Date: _____

WAIVER PART 8 OF 8

I HAVE FULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO THIS RELEASE OF LIABILITY AND CONTRACT, AND I HAVE SIGNED IT OF MY OWN FREE WILL

this day of: Date: _____

Full Name _____

Street Name _____

City _____

State. _____

Postal Code/Zip _____

Country _____

Telephone Numer _____

Cell/Other (only numbers) _____

Date of Birth _____

Height _____

Weight _____

Email Adress _____

In case of emergency, contact _____

Telephone _____

Witness Name _____

Signed: _____

Date: _____