

**Tandem Designs, Inc., and Tandem Solutions, Inc.
Doing Business As "Wings Tandem"
TANDEM JUMPER ASSUMPTION OF RISK AGREEMENT
AND
AGREEMENT NOT TO SUE**

TANDEM STUDENT: (Please Print Neatly)

Name: _____

Driver's License State: _____

Driver's License Number: _____

Age: _____ **Birthdate:** _____

Address: _____

Telephone #: _____

This is an important legal document. Allow yourself sufficient time to carefully read and understand the entire document, because by signing it, you are agreeing to give up certain legal rights.

_____ *Initial

I know how to read, write, and understand the English language, sufficiently to understand this document and to fully appreciate its nature and the consequences of each and every covenant contained in this Agreement and the consequences of my consent thereto.

_____ *Initial

My initials or signatures, where indicated, are my acknowledgment of the contents of the paragraph preceding my initials or signature, and by said initials or signature I am indicating that I have read the subject preceding paragraph, and that, subject to the further terms of this Tandem Jumper Assumption of Risk Agreement and Agreement Not to Sue (hereinafter sometimes referred to in this document as the "Agreement,"), I fully understand and agree to be bound by its contents.

_____ *Initial

For and in consideration of my being permitted by Tandem Designs, Inc., and Tandem Solutions, Inc. doing business as "Wings Tandem," and _____ (Name of Tandem Operator), hereinafter referred to as "The Corporations", allowing me the privilege of utilizing a dual-harness, dual container parachute pack assembly (also known as a "Tandem Parachute System"), designed, manufactured, and/or assembled by The Corporations, for the purpose of performing an intentional tandem parachute jump, and for and in consideration of the thrill of participation in tandem parachute jumping and its related activities, and for other good and valuable

consideration the receipt and sufficiency of which is hereby acknowledged, I **HEREBY AGREE AS FOLLOWS:**

_____ *Initial

I have come to participate in tandem parachuting of my own free will and not due to any inducement or duress. I understand that prior to being allowed to make a tandem parachute jump in any way involving the "Released Parties," as hereinafter defined, or any of them, I must understand and agree to be bound by all of the provisions of this Agreement. I further understand that this is not the only location where I may make a tandem parachute jump, nor are the methods employed by any or all of the Released Parties the only methods available to enable me to make a tandem parachute jump, and that if I do not fully understand and agree to be bound by all of the provisions of this Agreement, then I shall not be permitted to make a tandem parachute jump at this location, but there may be other locations at which I may make a tandem parachute jump.

_____ *Initial

1) Representations, Warranties, & Assumptions of Risk: I understand that **PARACHUTING, INCLUDING TANDEM PARACHUTE JUMPING, IS A DANGEROUS ACTIVITY, WHICH CAN, AND SOMETIMES DOES, RESULT IN BODILY INJURY OR DEATH** to its participants. I understand that I will be parachuting from an aircraft in flight, which is a dangerous thing to do. I understand that tandem parachute jumping will expose me to the risk of personal injury, property damage and/or death. I understand that the success of my jump is dependent upon the perfect functioning of the airplane from which I intend to jump and the tandem parachute system and all of its components. I understand that parachute jumping will expose me to the risk of personal injury, property damage and/or death. I understand that the success of my jump is dependent upon the perfect functioning of the airplane from which I intend to jump and perfect functioning of the parachute system, and that neither the airplane nor the parachute system can be guaranteed to function perfectly. I **UNDERSTAND THAT I MAY BE INJURED OR KILLED OR SUFFER PROPERTY DAMAGE, EVEN IF I DO EVERYTHING I WAS TRAINED TO DO**, through my own fault or negligence, or through the fault or negligence of others, including but not limited to pilots, parachute packers, my tandem instructor and other parachutists.

_____ *Initial

I further understand and that there is not now, nor will there ever be, a perfect tandem parachute system, a perfect airplane, a perfect pilot, a perfect tandem instructor, or a perfect tandem student, and that each of the foregoing and others involved in the process of enabling me to make a parachute jump can, and likely will, fail to perform as intended. I understand that the airplane and the tandem parachute system are both subject to mechanical malfunctions as well as to operator error. I understand that unanticipated weather conditions may occur which may result in my severe injury or death. I understand that third parties, including other pilots and parachutists may cause my injury or death. I freely, voluntarily and expressly choose to assume any and all risks inherent in tandem parachute jumping, including, but not limited to, risks of equipment malfunction and/or failure to function, including those which may result from some defect in design, assembly, and/or manufacture as well as those risks arising from improper and/or negligent operation and/or use of the equipment, and/or from actions or inactions of others, understanding

**Tandem Designs, Inc., and Tandem Solutions, Inc.
Doing Business As "Wings Tandem"
TANDEM JUMPER ASSUMPTION OF RISK AGREEMENT
AND
AGREEMENT NOT TO SUE**

full well that those risks may include personal injury, property damage, and/or death.

*Initial

2) Exemption and Release from Liability: I exempt and release the following persons and organizations (individually and collectively hereinafter referred to as the "Released Parties"):

*Initial

(A) The Corporations and their officers, directors, agents, servants, employees, shareholders, and other representatives;

*Initial

(B) AAD nv/sa - Advanced Aerospace Designs, Vigil America, Inc., Airtec GmbH & Co. KG Safety Systems, SSK Industries, Inc., manufacturers, designers, and suppliers of component equipment incorporated in the dual-harness, dual-container parachute pack assembly and the tandem passenger harness and any of their components, to which assembly and harness I will be attached during my intentional parachute jump;

*Initial

(C) Owners, suppliers, and operators of aircraft from which I am to make my intentional parachute jump;

*Initial

(D) The owner of the dual-harness, dual-container parachute pack assembly and the tandem passenger harness, and any of their components, to which I will be attached during my intentional parachute jump;

*Initial

(E) The operator ("parachutist in command") of the dual-harness, dual-container parachute pack assembly and the tandem passenger harness, to which assembly and harness I will be attached during my intentional parachute jump;

*Initial

(F) If I am making my intentional parachute jump at or near a parachuting/skydiving facility, the owners and operators of that facility, as well as their officers, directors, agents, servants, employees, shareholders, and other representatives;

*Initial

(G) The owners and lessees, if any, of land upon and from which the parachute jumping and related aircraft operations are conducted;

*Initial

(H) The Toll-Free Skydiving Network, Inc., Uninsured (800) Skydive Leasing Corp., and any and all other skydiving referral service business entities, and/or owners of fictitious name entities and/or individuals which I may have used in locating and/or deciding upon a parachuting/skydiving facility or other location at which to perform an intentional parachute jump.

*Initial

(I) The United States Parachute Association.

*Initial

(J) Any other person and/or entity which is or may be liable for any loss or injury to me and or my property, or my death, arising out of my participation in any of the activities covered by this Agreement (as defined below).

*Initial

I, FOR MYSELF AND FOR MY HEIRS, REPRESENTATIVES, ASSIGNS, SUCCESSORS, AND ADMINISTRATORS, HEREBY EXPRESSLY RELEASE THE RELEASED PARTIES OF AND FROM ANY AND ALL CLAIMS FOR NEGLIGENCE, PRODUCTS LIABILITY, STRICT LIABILITY, BREACH OF IMPLIED WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY, AND FOR ANY OTHER CAUSE OF ACTION WHATSOEVER, (WHETHER IN CONTRACT OR IN TORT, OR OTHERWISE) WHICH I MAY PRESENTLY OR HEREAFTER HAVE, INCLUDING, BUT NOT LIMITED TO ANY AND ALL CLAIMS FOR NEGLIGENCE OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, AND INCLUDING WITHOUT LIMITATION NEGLIGENT RESCUE OPERATIONS, AND PRODUCTS LIABILITY, STRICT LIABILITY, BREACH OF IMPLIED WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF ANY DAMAGE, LOSS OR INJURY TO ME OR MY PROPERTY, OR MY DEATH, WHETHER OCCURRING WHILE I AM TRAINING AND/OR PREPARING FOR MY TANDEM PARACHUTE JUMP, WHILE I AM PRESENT IN AIRCRAFT FROM WHICH THE JUMP IS TO BE MADE, WHILE I AM MAKING MY TANDEM PARACHUTE JUMP, OR WHILE I AM OTHERWISE ENGAGED IN ACTIVITIES RELATED TO MY TANDEM PARACHUTE JUMP, WHICH I MAY HAVE, AT ANY TIME, AGAINST ANY OR ALL OF THE RELEASED PARTIES, AND I HEREBY EXPRESSLY WAIVE ANY AND ALL SUCH CLAIMS.

*Initial

3) Covenant Not to Sue: I agree never to institute any suit or action at law or otherwise against any of the Released Parties, 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 fault, either active or passive, of any of the Released Parties, or from any other cause. I further expressly agree that I will never raise any claim against any of the Released Parties for product liability, failure to warn, negligence, breach of warranty, breach of contract, or strict liability, regardless of whether my claims for damages or injuries are

Tandem Designs, Inc., and Tandem Solutions, Inc.
Doing Business As "Wings Tandem"
TANDEM JUMPER ASSUMPTION OF RISK AGREEMENT
AND
AGREEMENT NOT TO SUE

alleged to result from the fault or negligence of the parties released. I further agree that my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the Released Parties, 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 suit or action at law or otherwise be instituted in violation of this Agreement against any of the Released Parties, I agree that such Released Parties shall be entitled to recover, in addition to any other damages which may be incurred, reasonable attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

*Initial

4) Consent to Physical Contact: I understand that I will be wearing a separate harness, which may need to be adjusted by my tandem instructor or others involved with my tandem parachute jump and that such adjustment may involve touching parts of my body which might otherwise be inappropriate. I further understand that my tandem instructor will attach my harness to his/her harness and that this will put my body in close proximity to that of the tandem master. I expressly consent to this physical contact between the tandem instructor involved and/or others involved in my tandem parachute jump and related activities and myself.

*Initial

5) Indemnity Against Claims: I will indemnify, defend, save and hold harmless the Released Parties from any and all losses, claims, actions or proceedings of every kind and character, including attorneys' fees and expenses, which may be presented or initiated by any persons and/or organizations and which arise directly or indirectly from my participation in the activities covered by the Agreement, whether resulting from the negligence and/or other fault, either active or passive, or any of the Released Parties, or from any other cause.

*Initial

6) Scope of Employment/Contract: In the event any agent or claimed agent or independent contractor of the Released Parties is found liable for willful and/or wanton conduct or misconduct, reckless conduct, or any conduct claimed to be or deemed to be outside the scope of this Agreement, by action or law or for any reason, I agree that the entity's or person's action shall be beyond the scope of his/her/its employment/contract and shall not be attributable to the Released Parties, or to any other entity or person on any agency theory, or on any other theory. This shall also apply to any acts which are alleged to be, or are deemed to be, willful and/or wanton or reckless on the part of any agent, employee, or any person or entity acting, or claimed to be acting, on behalf of, or instead of, any of the Released Parties.

*Initial

7) Validity of Waiver: I understand that if I institute or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of the Released Parties 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 in court, and that such agreements have been upheld in courts in similar circumstances.

*Initial

8) Representations and Warranties as to Medical Condition: I represent and warrant that: (a) I have a current FAA third-class or higher medical certificate, or (b) I have no physical or mental infirmity, except those listed below, and I am not under treatment for any other physical or mental infirmity or chronic ailment or injury of any nature that would impair my ability to participate in skydiving, or that any such infirmity, ailment or injury has been successfully treated so that it does not represent a foreseeable risk to my participation in skydiving; (c) I have never been treated for any of the following conditions: cardiac or pulmonary conditions or diseases, diabetes, fainting spells or convulsions, nervous disorder, kidney or related diseases, high or low blood pressure, or I have consulted a physician who has specifically approved my fitness for making an intentional parachute jump notwithstanding the infirmity, ailment, injury, condition or disease; (d) I am not under the influence of any medication or substance of any kind, prescription or otherwise, which would impair my ability to participate in skydiving; (e) I do/do not (strike one) wear corrective lenses. If I wear corrective lenses, I agree to wear them during my intentional parachute jump.

(list injuries, infirmities and conditions, if none, state "none")
 *Initial

9) Non-use of Alcohol, Controlled Substances and Other Drugs: I HEREBY STATE AND AFFIRM THAT I WILL NOT USE, AND HAVE NOT USED, ALCOHOL, CONTROLLED SUBSTANCES, OR OTHER DRUGS, PRESCRIPTION OR OTHERWISE, WITHIN 8 HOURS PRIOR TO OR DURING MY TANDEM PARACHUTE JUMP.

*Initial

10) Training, Performance and Harness Adjustment: I understand that the training I receive prior to making my tandem parachute jump is a critical part the success of my tandem parachute jump and my safety. Prior to making my tandem parachute jump, I will ensure that I can fully perform each and every requirement taught to me by my tandem instructor and others in my training. If I do not inform my tandem instructor of my inability to perform a requirement, I will be presumed to be capable of performing that requirement. I shall also be responsible for ensuring that my harness is properly adjusted and especially for ensuring that it is not too loose. If I believe that it is too loose, I shall immediately notify my tandem instructor.

*Initial

11) No Insurance: I understand that NONE OF THE RELEASED PARTIES CARRIES ANY INSURANCE OF ANY KIND TO COVER ANY LOSS I MAY SUSTAIN. This means that they carry no medical insurance, no property insurance, no wage loss insurance, of any other insurance to cover any loss I may sustain, nor do any of the Released Parties employ a doctor to give medical advice to determine whether or not a past or current injury or condition should prohibit or affect my participation in Tandem Parachute Jumping and related activities. I UNDERSTAND AND

**Tandem Designs, Inc., and Tandem Solutions, Inc.
Doing Business As "Wings Tandem"
TANDEM JUMPER ASSUMPTION OF RISK AGREEMENT
AND
AGREEMENT NOT TO SUE**

AGREE THAT I MUST SEEK INDEPENDENT MEDICAL ADVICE REGARDING ANY QUESTIONS REGARDING MY PHYSICAL AND MENTAL ABILITY TO PARTICIPATE IN TANDEM PARACHUTE JUMPING AND RELATED ACTIVITIES." I further agree for myself and for my heirs, assigns, representatives, successors and administrators that **NEITHER I NOR ANY OF MY HEIRS, ASSIGNS, REPRESENTATIVES, SUCCESSORS OR ADMINISTRATORS WILL SEEK REIMBURSEMENT OR INDEMNIFICATION FROM ANY RELEASED PARTY OR RELEASED PARTIES, OR ANY OF THEM, FOR ANY INSURANCE PAYMENTS OF ANY KIND, OR FOR REIMBURSEMENT FOR ANY EXPENSES, INCLUDING BUT NOT LIMITED TO MEDICAL EXPENSES AND FUNERAL AND BURIAL EXPENSES, WHICH MAY BE INCURRED BY ME IN CONNECTION WITH MY TANDEM PARACHUTING AND RELATED ACTIVITIES.**

*Initial

12) Release and Waiver Interpretation: I understand and agree that this Agreement Applies to all phases of my involvement in Tandem Parachute Jumping and related activities, and I **AGREE THAT THIS DOCUMENT SHALL BE BROADLY CONSTRUED IN FAVOR OF ANY AND ALL OF THE RELEASED PARTIES AND AGAINST ME** and that any and all ambiguities shall be resolved in favor of any and all of the Released Parties referred to in this agreement. I am, by reading this paragraph, being made aware that **THE GENERAL RULE IS THAT THIS TYPE OF DOCUMENT IS TO BE NARROWLY CONSTRUED AND AMBIGUITIES ARE TO BE DECIDED AGAINST THE PERSON OR ENTITY PREPARING THE DOCUMENT. I EXPRESSLY WAIVE THAT RULE.**

*Initial

13) Continuation of Obligations: I agree and acknowledge that the terms and conditions of this Agreement shall continue in force and effect now and in the future at all times during which I participate in the activities covered by this Agreement, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Agreement supersedes and replaces any prior such agreement I have signed.

*Initial

14) Severability/Multiple Waivers: I agree that should one or more provisions in this Agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me. If I have executed any other agreement containing provisions relating to the exemption and/or release from liability and/or covenant not to sue in connection with the activities covered by this Agreement, I agree that the agreement which provides the most protection from liability and/or suit to "The Corporations" shall be enforceable against me by "The Corporations," and any or all of them.

*Initial

15) Release and Waiver Interpretation: I understand and agree that this Agreement Applies to all phases of my involvement in Tandem Parachute Jumping and related activities, and I agree that **THIS DOCUMENT SHALL BE BROADLY CONSTRUED IN FAVOR OF ANY AND ALL OF THE RELEASED PARTIES AND AGAINST**

ME and that any and all ambiguities shall be resolved in favor of any and all of the Released Parties referred to in this agreement. I am, by reading this paragraph, being made aware that the general rule is that this type of document is to be narrowly construed and ambiguities are to be decided against the person or entity preparing the document. **I EXPRESSLY WAIVE THAT RULE.**

*Initial

16) Waiver of Jury Trial/Applicable Law/Venue/Headings: 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 and suit is brought against any of the Released Parties, I waive my right to a jury trial, and agree that Pasco County, Florida shall be the sole venue for any suit or action arising from the activities covered by this Agreement. 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.

*Initial

17) No Modification of Agreement: This Agreement shall not be amended, modified, or altered without the express, written, consent of all of the parties hereto.

*Initial

I freely and voluntarily agree to all of the above covenants by signing this Agreement

on the _____ day of _____
(day) (month and year)

at _____
(location)

Signature of Tandem Student:

Signature of Witness:
