

**ASSUMPTION OF RISK, RELEASE OF LIABILITY
& WAIVER OF CLAIMS AGREEMENT**

In consideration for being allowed to use the facilities, aircraft, and equipment provided by **Way Up Skydiving LLC dba Skydive Danielson (“Way Up”), Aerodyne International, Relative Workshop, 82 Bravo LLC, Danielson Airport, New England Flight Services LLC, New England Aero Services Inc., the State of Connecticut, the United States Parachute Association (“USPA”), and manufacturers, distributors and dealers of skydiving equipment** (collectively referred to herein as the “**Released Parties**”) and to participate in skydiving, parachuting, and all related activities, which include but are not limited to, ground and air transportation, training, parachute packing and rigging, aviation, observing, and all related activities (collectively the “**Activities**”) provided by any and/or all of the Released Parties, the Participant hereby agrees, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that Participant has or may have against the Released Parties, and/or their respective owners, affiliates, employees, and/or agents arising out of the inherent risks of participating in the Activities, which inherent risks include, but are not limited to, airplane crash, equipment failure or malfunction, weather and wind, collisions, landing, and/or the decision-making of Participant, other participants, and/or any employees or agents of the Released Parties;
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE ACTIVITIES.** Participant understands and agrees that **SKYDIVING AND PARACHUTING ARE ULTRA-HAZARDOUS**, and Participant expressly assumes all risk of injury and/or death arising from, and/or related to, the inherent risks of the Activities, including but not limited to those set forth above in Section (a); and
- c) **TO RELEASE** the Released Parties, and their respective owners, affiliates, employees, and/or agents, from all liability for any loss, damage, injury, or expense that the Participant [and/or his/her next of kin] may suffer, arising out of the inherent risks of participation in the Activities, including but not limited to those set forth above in Section (a).
- d) Participant hereby grants to Way Up, its representatives and employees the right to take photographs and video of Participant in connection with Participant’s participation in the Activities. Participant hereby authorizes Way Up to copyright, use, and publish the same in print and/or electronic form. Participant hereby agrees that Way Up may use such photographs and video of Participant for any lawful purpose, including publicity, illustration, advertising, and web content.

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Personal Responsibility

Participant certifies that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

Participant certifies that he/she has not consumed alcohol or illegal drugs (including medical or recreational marijuana) for at least 12 hours prior to participation in the Activities.

Participant understands that Participant's participation in the Activities is voluntary and further understands that he/she has the opportunity to inspect the Released Parties' equipment, aircraft, and facilities before any participation.

Participant understands that Participant is obligated to follow the rules of the Activities. Participant further agrees that he/she will not participate in the Activities unless he/she has been completely trained and has no further questions or concerns.

Participant understands that Way Up has NO INSURANCE and that the Released Parties do not provide any insurance to Participant.

If, prior to participating in the Activities, the Participant observes any unusual hazard or condition, which he/she believes jeopardizes Participant's personal safety or that of others, Participant will remove himself/herself from participation in the Activities and immediately bring said hazard or condition to the attention of the Released Parties.

To the extent that Participant is using his/her own equipment, Participant certifies that all of his/her skydiving equipment has been manufactured under a type certificate or Technical Standard Order ("TSO"), has not be subject to non-manufacturer approved modifications, and that the reserve parachute has been repacked within 180 days of the date of this Agreement.

To the extent that Participant is participating in a tandem jump, Participant acknowledges and understands that he/she will be suited with a harness and other equipment that will allow him/her to be hooked up closely to an instructor's body and parachute equipment. For reasons of safety and control, these points of connection need to be tightly and snugly adjusted together. This will bring Participant's body within close proximity to the instructor. During the course of instruction, gear-up, and skydive, Participant may be touched, pushed, pulled, and/or adjusted in areas otherwise considered private or personal; however, Participant acknowledges the necessity of said actions in order to participate and acknowledges that said actions shall not constitute inappropriate physical or sexual contact, abuse, or harassment. Participant understands and acknowledges that if he/she is not comfortable with this aspect of participation in the Activities, Participant may choose to walk away and not participate.

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Governing Law, Use of Agreement, Venue, and Certification

This Agreement shall be governed by the substantive law of the State of Connecticut. To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Connecticut, the remaining portions of the Agreement shall remain binding and available for use by the Released Parties and their counsel in any proceeding. More specifically, Participant understands and agrees that this Agreement contains an acknowledgment of, and agreement to assume, the inherent risks of the Activities and may be used in court to prove same, regardless of whether a court chooses to enforce the waiver and release aspects of this document.

Venue for any dispute between Participant, Participant's next of kin, and any of the Released Parties shall solely and exclusively be in any court of competent jurisdiction located in the State of Connecticut, regardless of Participant's place of residence.

I UNDERSTAND THAT MY PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND THAT I COULD CHOOSE NOT TO PARTICIPATE.

I CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18).

I CONSENT TO THE USE OF MY ELECTRONIC SIGNATURE ON THIS AGREEMENT AND UNDERSTAND THAT MY ELECTRONIC SIGNATURE HAS THE SAME FORCE AND EFFECT AS MY ORIGINAL, HANDWRITTEN SIGNATURE.

I HAVE READ THE ABOVE WAIVER, ASSUMPTION OF THE RISK AGREEMENT, AND RELEASE, AND I UNDERSTAND THEIR TERMS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS DOCUMENT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY AND WITHOUT DURESS.

Participant's Name (Printed): _____

Participant's Signature: _____

Date: _____