



KAPOWSIN AIR SPORTS, LTD

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

THE SPORT OF SKYDIVING CAN CAUSE SERIOUS INJURY OR DEATH

Warning! By signing this document you are giving up certain valuable legal rights in the event you are injured or killed and you or your representative attempts to sue someone for your injuries or death. You will probably not be able to win your lawsuit even though someone besides yourself may have been legally at fault. Furthermore, there is no insurance coverage provided by the released parties for any injuries or death that may happen to you while skydiving, parachuting, or riding in an aircraft, even if insurance exists, this document is intended to waive your right to collect any such insurance benefits.

Read each paragraph very carefully and make certain that you understand the information and terms contained therein. Place your initials after each paragraph that you accept and sign it of your own free will. Do not initial it if you do not understand the paragraph or fully agree to its terms. By initialing and signing each paragraph you agree to be bound by the terms of the listed.

In consideration of Kapowsin Air Sports, Ltd, Shelton, Washington, allowing the undersigned, hereinafter referred to as the Participant, to utilize the facilities and participate in activities, including but not limited to skydiving, parachuting, aviation, ground transportation and other ancillary activities of Kapowsin Air Sports it is agreed that:

Assumption of Risk

The participant knows and understands that skydiving, parachuting and all aspects of aviation associated with these activities present risks of permanent catastrophic injuries, disfigurement, or death. The participant understands the scope, nature, and extent of the risks and voluntarily chooses to incur such risk.

_____ (Initial here)

Exemption from Liability

The Participant releases Kapowsin Air Sports, Ltd, The Port of Shelton., to include the Port of Shelton Board of Commissioners, the United States Parachute Association (U.S.P.A.), all gear manufactures and all these entities= and associations= operators, officers, agents, servants, employees, and lessors, from any and all liability, claims, loss or injury to the Participant or the Participant=s property while upon the premises, aircraft, or vehicles of Kapowsin Air Sports or while participating in any of the activities contemplated by this Agreement; whether such loss, damage or injury results from the negligence of Kapowsin Air Sports, its operators, officers, agents, servants, employees or lessors from any other cause. It is acknowledged that the Port of Shelton is in no way involved or connected with the operation, business, or facilities of Kapowsin Air Sports but merely leases to the Kapowsin Air Sports the real property upon which Kapowsin Air Sports conducts its business.

_____ (Initial here)

Print Name

Last _____ First _____

Covenant Not to Sue

The Participant agrees not sue, make a claim or institute any suit or action at law, equity, or otherwise against Kapowsin Air Sports, the Port of Shelton, U.S.P.A., all gear manufactures or any of the operators, officers, agents, servants, employees or lessors of these entities or associations as a result of my participation in the activities contemplated by this agreement. The Participant further agrees not to initiate or assist in the prosecution of any claim for damages or causes of action which the Participant, the Participant=s heirs, executors or administrators hereafter may have by reason of injury to the person or property of the Participant arising from the activities contemplated by this Agreement. _____ (Initial here)

Indemnity Against Claims

The Participant will indemnify, save and hold harmless Kapowsin Air Sports, the Port of Shelton, U.S.P.A., all gear manufactures and all the operators, officers, agents, servants, employees or lessors of these entities or associations from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the activities of the Participant while engaged in the activities contemplated by the Agreement. _____ (Initial here)

Obligations to Pay Expenses

The Participant agrees to pay all the litigation costs of all the persons and entities identified in the Agreement, including all attorney fees, court costs, and disbursements incurred in any action or suit arising from or in part from any of the activities contemplated by this Agreement. _____ (Initial here)

Continuation of Obligations

The Participant agrees and acknowledges the terms and conditions of the foregoing assumption of risk. Exemption from liability, covenant not to sue, indemnity against third party claims, and obligation to pay expenses shall continue in effect at all times during which the Participant participates, either directly or indirectly, in the activities of Kapowsin Air Sports, and shall be binding upon the Participant=s or his/her estate=s heirs, executors and administrators. _____ (Initial here)

Duration of Release

It is my understanding and intention that this Release and Agreement be effective not only for my first skydive but for any subsequent skydives or activities in any way associated with Kapowsin Air Sports. _____ (Initial here)

Enforceability

I agree that if any portions of this Release and Agreement are found to be unenforceable or against public policy, that only that portion shall fail, but I specifically waive any un-enforceability or any public policy argument that I may make or that may be made on behalf of my estate or by anyone who would sue because of my injury or death. _____ (Initial here)

Media Release

I agree and am willing to allow Kapowsin Air Sports to use my image and or name on any film, videotape or printed material taken at Kapowsin Air Sports for publicity or entertainment purposes at no charge to Kapowsin Air Sports. _____ (Initial here)

Print Name

Last _____ First _____

By signing below, the Participant acknowledges that he or she has read all of the provisions above, fully understands the terms and conditions expressed there, and has freely accepted the provisions of the foregoing paragraphs relating to assumption of risk, exemption from liability, covenant not to sue, indemnity against claims, obligation to pay expenses, continuation of obligations, and duration of release. The Participant should not sign this Agreement if he or she does not fully understand the above provisions. By signing this agreement you are giving up any right you may have now or in the future to sue the above identified persons and entities. If you or anyone else commences a lawsuit against any of the entities or persons identified above, you will be required to pay any judgement and all the legal expenses including attorney=s fees of those sued. If you have any questions concerning the terms and conditions of this Agreement, you should consult a lawyer prior to executing this Agreement or participating in the activities contemplated by this Agreement.

_____ (Initial here)

Representation and Warranties

The Participant warrants that if he or she is not using parachute equipment provided by Kapowsin Air Sports, that the equipment used fully complies with all applicable Federal Aviation Regulations.

_____ (Initial here)

The Participant represents and warrants that it is incumbent upon him or her to ascertain his mental and physical capability to participate in the above mentioned activities safely, and represents and warrants that he is not under treatment nor has ever been under treatment for any mental or physical infirmity that would prevent him or her from safely participating in the above mentioned activities.

_____ (Initial here)

You must be 18 years of age or older to participate in the skydiving.

By way of acceptance of this agreement, the Participant has affixed his or her signature this ____ day of _____, 20_____.

Signature: _____

Date of Birth _____ Age _____ Weight _____

Telephone No. (_____) _____

Print Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email _____

Witness Signature: _____

Witness Name: _____

Print Name

Last _____ First _____

Notify In Case of Emergency

Print Name: _____ Telephone No. (_____) _____

Relationship to Participant: _____

Address: _____

City, State, Zip Code: _____

For Experienced Skydivers:

Number of Jumps: _____ U.S.P.A. Memb. No.: _____

Expiration Date: _____

Reserve Date: _____ U.S.P.A. License No.: _____

Print Name

Last _____ First _____