

STAFF USE:					
S/N:	ID	Ir	nsurance	: Yes / No	
RS:	JR:	H:	W:	BMI:	

TANDEM PARACHUTE JUMPER AGREEMENT RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

FIRST NAME:	LAST NAME:
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THIS IS AN IMPORTANT AGREEMENT, PLEASE READ IT CAREFULLY BEFORE SIGNING.

Tandem Skydiving is an Inherently Dangerous Activity, that can cause permanent injury or Death, even when done properly, cautiously, and safely.

Tandem Requirements

- ⇒ Age: Must be 18 years of age or older; medical statement is required for anyone 70 years of age or older.
- ⇒ Weight Limits: Female: 90.0 kilograms or less. Above 85 kilograms, BMI limit of 27.5 applies. Male: 100.0 kilograms or less. Above 95 kilograms, a BMI limit of 30.0 applies.
- ⇒ Participants may not be under the influence of **Drugs or Alcohol**.

In consideration for being permitted to participate in tandem skydiving and/or any related activities (hereinafter collectively referred to as the "activities covered by this Release") conducted by **Skydive Dubai LLC (Skydive Dubai)** and/or any of their affiliates,

1. RELEASE OF LIABILITY.

I hereby **RELEASE**, **AND DISCHARGE** released parties from any Liability, claims, demands, or causes of action that I may hereafter have for injuries or damages arising out of my participation in Tandem Skydiving, even if caused by NEGLIGENCE, either active or passive, or other faults of released parties.

2. ASSUMPTION OF RISK.

I voluntarily, freely, and expressly choose to incur all risks associated with the activities <u>including all risks during Tandem Skydiving</u> and I fully_understand that those risks may include bodily and personal injury, damage to property, disfigurement or death.

3. AGREEMENT NOT TO SUE.

I agree never, at any time now or in the future, to institute any lawsuit or cause of action against Skydive Dubai or anyone else claiming on my behalf, or initiate or to assist in the prosecution of any claim for damages in respect of injury to person or property, or my death, or any other loss or damage, howsoever occasioned arising from the said activities, whether caused by the act, omission, negligence or fault, active or passive, direct or indirect or from any other cause.

- 4. **APPLICABLE LAW/WAIVER OF TRIAL/VENUE HEADINGS.** I agree that this Release shall be subject to the laws of Dubai and the applicable Federal laws of the United Arab Emirates (the Laws) and the Laws shall apply to issues involving the construction, interpretation, and validity of the Release, and that the Laws shall govern any dispute arising from or related to this Release or the activities covered by this Release. Should this Release be violated and suit be brought against any of the Releasees, I hereby waive my right to a trial. The headings used throughout this Release are for convenience only and have no significance in the interpretation of the body of Release.
- 5. **NO PHYSICAL INFIRMITIES.** I have no physical infirmity, chronic ailment, or injury of any nature and am not under treatment for a physical infirmity or chronic ailment of any nature and have never been treated for any of the following: cardiac/pulmonary conditions or disease; high or low blood pressure; fainting spells, seizures or convulsions; nervous system disorder; dislocated shoulder or joint; artificial joints; kidney or related diseases; shortness of breath, hearing loss or impairment. I am not taking any medication of any kind. I have not taken any alcoholic beverages or drugs within the last 12 (twelve) hours. I have not been scuba diving within the last 24 (twenty-four) hours. I confirm that I am physically fit and capable of undertaking the activities covered by this Release. I agree to abide by the decision of Skydive Dubai's official or agent regarding my approval to participate in Tandem skydiving activities.

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- 6. **WAIVER OF RIGHTS.** I understand that by signing this Release, I am giving up important legal rights, and it is my intent to do so and I do so of my own free will and with full acknowledgement of, and agreement to, the terms and conditions in this Release.
- 7. **TRAINING.** I understand that prior to participating in Tandem Skydiving, I shall receive a safety briefing to prepare me for my Tandem Skydive. I warrant the thoroughness and completeness of any training and/or briefing I receive by voluntarily participating in Tandem Skydiving/
- 8. **PHOTO & VIDEO RELEASE.** For valuable consideration received, I hereby grant Skydive Dubai and its legal representatives and assigns (hereinafter collectively referred to as the "Photographer"), the irrevocable and unrestricted right to use and publish photographs and 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 and in any jurisdiction, to alter the same without restriction, and to copyright the same. This includes any and all uses that the Photographer deems are necessary or desirable. I agree that any images purchased by me from the Photographer are for personal use only and may not be used for commercial gain, and that I may request commercial licensing information from Skydive Dubai by contacting 'pr@skydivedubai.ae' if I wish to use any images for that purpose. I hereby release the Photographer from all claims and liability relating to any photographs or video images of me.
- 9. **CANCELLATIONS & POSTPONEMENTS.** Skydive Dubai reserves the right to cancel a jump or refuse a student or skydiver from performing a skydive for any reason.
- 10. **INSURANCE AVAILABILITY.** Medical insurance, passenger liability insurance, accident insurance or any other kind of personal or general liability insurance coverage are not available in respect of the activities covered by this Release or in respect of any of the services offered by any of the Releasees.

WITHOUT LIMITATION, I ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST THE RELEASEES. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY THE RELEASEES.

With my signature below, I confirm that I have read the Release, been given the opportunity to review the Terms and Conditions, ask questions, considered its effects, understand its content, given true information, and agree fully to the terms as stated above.

Full Name		Gender				
		Male Female				
Date of Birth		Age				
DD MM Y	YYY					
Street or PO Box Mailing Address						
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City/State Zip/Postal Code Country						
Oity/Otate Zip/i Ostal Oode Oodilii y						
Vaus Talanhana.	In case of Emparage Call					
Your Telephone:	In case of Emergency Call					
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	Telephone:(+)					
Email Address						

Your Signature / Date (dd/mm/yy)

Qualified Skydive Dubai Staff