

FREEFALL EXPRESS, INC. DBA BLUE SKY RANCH- Agreement

In consideration of Freefall Express, Inc. d.b.a. Blue Sky Ranch, Gardiner, NY, hereinafter referred to as the "Ranch," allowing the undersigned, hereinafter referred to as "Participant," to utilize the facilities and participate in activities, including but not limited to, skydiving, parachuting, aviation, ground transportation and other ancillary activities of the Ranch, it is agreed that:

1. 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)

2. Exemption from Liability

The Participant releases the Ranch, Blue Sky Entertainment, Inc., Freefall Express, Inc., The Ranch Parachute Club, Inc. ("the Club"), the United States Parachute Association ("U.S.P.A."), William Richards, Philip Contorno, Flyers Inc. d.b.a. CAVU, Wallkill Airpark, Inc., 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 the Ranch or while participation in any of the activities contemplated by this agreement; whether such loss, damage or injury results from the negligence of The Ranch, its operators, officers, agents, servants, employees of lessors, or from any other cause. It is acknowledged that the Blue Sky Entertainment, Inc. is in no way involved or connected with the operation, business, or facilities of the Ranch, but merely leases to the Ranch the real property upon which the Ranch conducts its business. _____(Initial here)

3. Covenant Not Sue

The Participant agrees never to institute any suit or action at law, equity, or otherwise against the Ranch, Blue Sky Entertainment, Inc., Freefall Express, Inc., the Club, U.S.P.A., William Richards, Philip Contorno, Flyers Inc d.b.a. CAVU, Wallkill Airpark, Inc. or any of the operators, officers, agents, servants, employees or lessors of the entities or associations. The Participant further agrees not to initiate or assist in the prosecution of any claim for damages or cause 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 the Agreement. _____(Initial here)

4. Indemnity Against Claims

The Participant will indemnify, save and hold harmless the Ranch, Blue Sky Entertainment, Inc., Freefall Express, inc., the Club, U.S.P.A., William Richards, Philip Contorno, Flyers, Inc. d.b.a. CAVU, Wallkill Airpark, Inc., 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 this Agreement. _____(Initial here)

5. Obligation to Pay Expenses

The Participant agrees to pay all the litigation costs of all the persons and entities identified in this 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)

6. Continuation of Obligations

The Participant agrees and acknowledges that 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 the Ranch, and shall be binding upon the Participant's or his/her estate's heirs, executors and administrators. _____(Initial here)

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, and continuation of obligations. 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. And if you or anyone else commences a lawsuit against any of the entities or persons identified above, you will be required to pay any judgment 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 participation 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 the Ranch, 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)

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

Signature: _____

Print Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Country: _____

Telephone: _____

Signature: _____

Email: _____

Date of Birth: _____ Weight:lbs _____

Witness Signature: _____

Witness Name: _____

NOTIFY IN CASE OF EMERGENCY (Please Print):

Name: _____

Relationship to Participant: _____

Address: _____

City: _____

State: _____ Zip: _____

Country: _____

Telephone: _____

OFFICE USE ONLY - Do not write in this space

Number of Jumps: _____

Reserve Date: _____

U.S.P.A. Membership Number: _____

Expiration Date: _____

U.S.P.A. License Number: _____