



RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

This is an important agreement by signing it, you are giving up certain rights.
PLEASE READ IT CAREFULLY BEFORE SIGNING

In consideration for being permitted to participate in skydiving/parachute jumping, tandem jumping, accelerated freefall instruction, demonstration jumps, water jumps, ground transportation, flying, landing and/or any related activities (hereinafter collectively referred to as the "activities covered by this Release") conducted by Abu Dhabi and/or any their affiliates,

I..... hereby agree as follows:

1) RELEASE OF LIABILITY.I hereby fully release and discharge Abu Dhabi Skydive, United States Parachute Associations, their subcontractors, service providers, affiliates, designees and their instructors, jumpmasters, pilots, riggers, drivers, officers, directors, agents, employees, members, fans, groups and volunteers, the owners and manufacturers of the aircraft, motor vehicles, land and equipment utilized for the activities covered by this Release, and any other landowners, tenants and sponsors connected with the activities covered by this Release(hereinafter collectively referred to as the" Releasees"), for any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, while preparing to participate and/or participating in any of the activities covered by this Release, whether resulting from the negligence or other fault, act or omission, either active or passive, direct or indirect, of any Releasees, or from any other cause.

(_____) [please initial when read, acknowledged and agreed.]

2) ASSUMPTION OF RISK.I know and fully understand the scope, nature and extent of the risks involved in the activities covered by the Release and that some dangers cannot be foreseen. I understand that these risks include, but are not limited to: equipment malfunction or failure to function; defective or negligent design or manufacture of equipment; improper or negligent parachute packing or assembly; improper or negligent operation or use of equipment; carelessness or negligence of skydivers/parachutists, instructors, Jumpmasters, pilots or ground crew; strenuous bodily movement; improper or negligent instruction or supervision or implementation; personal injury or death; and property damage. I voluntarily, freely, and expressly choose to incur all risks associated with the activities covered by this Release, including all risks set out in this paragraph, and expressly understand that those risks my include bodily and personal injury, damage to property, disfigurement or death. I voluntarily and freely choose to incur such risks and take all responsibility in respect of such risks.

(_____) [please initial when read, acknowledged and agreed.]

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 any of the Releases, or to initiate or to assist in the prosecution of any claim for damages against the Releases, in respect of injury to person or property, or my death, or any other loss or damage, howsoever occasioned, arising from the activities covered by this Release, whether caused by the act, omission, negligence or fault, active or passive, direct or indirect, of any of the Releasees, or from any other cause. I further agree that my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf, shall not institute any lawsuit, cause of action, or claim for damages any of the Releasees, nor shall they initiate or assist in the prosecution of any claim for damages against the Releasees, which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have in respect of injury to my person or property, on my death, or any other loss or damage, howsoever occasioned, arising from the activities covered by this Release, whether caused by the act, omission, negligence or fault, active or passive, direct or indirect, of any of the Releasees, or from any other cause. I hereby so instruct my

heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf. Should any such lawsuit or cause of action be instituted against any of the Releasees, I agree that such Releasees shall be entitled to recover from me or my estate, the value of any attorney's fees and costs incurred in the defense of any such lawsuit or cause of action.

(_____) [please initial when read, acknowledged and agreed.]

- 4) **INDEMNITY AGAINST THIRD PARTY OF CLAIMS.** I agree to indemnify, save, and hold harmless the Releasees from any and all losses, claims, actions, or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any other person or organization and which arise directly or indirectly from my participation in the activities covered by this Release, whether resulting from the act, omission, negligence or other fault, either active or passive, of any of the Releasees, or from any other cause.

(_____) [please initial when read, acknowledged and agreed.]

- 5) **WAIVER OF CONTRACT DEFENSES.** I understand that this Release is a binding contract pursuant to which I have released any all claims against the Releasees resulting in any way from my participation in the activities covered by this Release, INCLUDING ANY CLAIMS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, as set forth in this Release.

(_____) [please initial when read, acknowledged and agreed.]

- 6) **VALIDITY OF AGREEMENT.** I understand that if I institute, or of anyone on my behalf institutes, any lawsuit, cause of action, or claim for damages against any of the Releasees because of injury to my person or property, or my death, as a result of my participation in the activities covered by this Release, this Release can and will be used in court, and that agreements like this one have been upheld by courts in similar circumstances.

(_____) [please initial when read, acknowledged and agreed.]

- 7) **NO INSURANCE AVAILABLE.** I understand that the activities covered by this Release are not covered by any accident or general liability general insurance policy issued by any of the Releasees.

(_____) [please initial when read, acknowledged and agreed.]

- 8) **GRAND TRANSPORTATION NOT MANDATORY.** I understand that my use of the ground transportation provided by the Releasees between the landing area and the aircraft loading area is mandatory, and that I may walk or provide my own transportation if I elect to do so but that the Releasees shall not be held liable for any costs, losses or claims in respect of any such election by me.

(_____) [please initial when read, acknowledged and agreed.]

- 9) **APPLICABLE LAW/WAIVER OF TRIAL/VENUE HEADINGS.** I agree that this Release shall be subject to the law of Abu Dhabi and the applicable federal laws in 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 of 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.

(_____) [please initial when read, acknowledged and agreed.]

- 10) **SEVERALTY OF PROVISION.** I agree that this Release is intended to be as broad and inclusive as permitted by the Laws and if any part of this Releasees found to be unenforceable or against public policy, that only those portions shall fail, and I agree to be bound by the remainder of the Release. I specifically waive any unenforceability or public policy argument that I could make or could be made on behalf of my estate or by anyone who would sue the Releasees as a result of my participation in the activities covered by this Release.

(_____) [please initial when read, acknowledged and agreed.]

- 11) **CONTINUATION OF OBLIGATIONS.** I agree that the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times including (without limitation) during the period when I

participate, either directly or indirectly, in the activities covered by this Release, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Release supersedes and replaces any prior agreement between the Releasees and myself.
(_____) [please initial when read, acknowledged and agreed.]

12) NO PHYSICAL INFIRMITIES. I have no physical infirmity or chronic ailment, injury of any nature and am not under treatment for a physical infirmity or chronic ailment or 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 twelve hours. I have not been scuba diving within the last 24 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 Abu Dhabi skydive official or agent regarding my approval to participate in any skydiving activities.

(_____) [please initial when read, acknowledged and agreed.]

13) 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.

(_____) [please initial when read, acknowledged and agreed.]

14) RULES AND CONDITIONS. I accept all rules and conditions imposed on the activities covered by this Release are subject to change without notice and I agree to comply with any such rules and conditions upon notice by Abu Dhabi Skydive.

(_____) [please initial when read, acknowledged and agreed.]

15) TRAINING. I represent and warrant that I have been thoroughly and completely trained in all activities covered by this Release and I acknowledge and agree that Abu Dhabi Skydive makes no representation or warranty about the adequacy, suitability or completeness of any training that Abu Dhabi Skydive may or may not offer in respect of the activities covered by this Release and that I have satisfied myself as to the thoroughness and completeness of any training I have undertaken in respect of the activities covered by this Release.

(_____) [please initial when read, acknowledged and agreed.]

16) ENTIRE AGREEMENT. I understand this Release contains the entire understanding and undertaking by me in respect of the activities covered by this Release and the terms of this Release are contractual and not a mere recital and the Releasees are entitled to rely on this Release for their benefit.

(_____) [please initial when read, acknowledged and agreed.]

17) PHOTO & VIDEO RELEASE. For valuable consideration received, I hereby grant Abu Dhabi Skydive and its legal representatives and assigns (hereinafter collectively referred to as the "Photographer"), the irrevocable and unrestricted right to use and publish photographs or 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. I hereby release the Photographer from all claims and liability relating to any photographs or videos images of me.

(_____) [please initial when read, acknowledged and agreed.]

18) INSURANCE REMINDER. Medical Insurance, Passenger Liability Insurance or any other kind of personal insurance coverage are not available in respect of the activities covered by this Release or in respect of any of the services offered any of the Releasees.

(_____) [please initial when read, acknowledged and agreed.]

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 ask questions, considered its effects, understand its content, given true information, and agree fully to the terms as stated above.

PLEASE COMPLETE CLEARLY IN BLOCK CAPITALS

First Name			Middle Initial			Last Name		
Nationality								
Street or PO Box Mailing Address								
City/State zip/ Postal Code Country								
Your Telephone								
Email Address								
Date of Birth				Your Age				
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female			Weight			Height		
Emergency Person (Name)								
Emergency Contact Number								
What is your occupation?								
How did you hear about us?								
Comments								

Your Signature / Date

Witness (Abu Dhabi Skydive Staff)