

**LIBERTY JUMP TEAM, INC.
AGREEMENT AND RELEASE**

For Use By Liberty Jump Team Officials:

ASSUMPTION OF RISK AND RELEASE OF CLAIMS	INITIAL _____
MEDICAL STATEMENT	INITIAL _____
PHOTOGRAPHY AND VIDEOGRAPHY RELEASE	INITIAL _____
STATISTICS OF FATALITIES AND INJURIES	INITIAL _____
CONTINUATION OF AGREEMENT	INITIAL _____
AFFIRMATION OF UNDERSTANDING	INITIAL _____
GOVERNING LAW	INITIAL _____

PERSONAL INFORMATION (FOR COMPLETION BY THE INDIVIDUAL)

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE (____) _____

DOB _____ AGE _____ DRIVER'S LICENSE NUMBER _____

HEIGHT _____ WEIGHT _____

IN CASE OF EMERGENCY CONTACT:

PERSON _____

ADDRESS _____

RELATIONSHIP _____

TELEPHONE _____

Drug Allergies or Medical Conditions or Medications Necessary to My Treatment:

Blood Type _____

**IMPORTANT - READ BEFORE YOU SIGN.
YOU ARE WAIVING LEGAL RIGHTS**

Assumption of Risk and Release of Claims

I understand and acknowledge that parachute jumping and its related activities, including, but not limited to, jump training and aircraft flight (hereinafter collectively referred to as the "Parachute Activities"), involve inherent dangers that include, but are not limited to, abrasions, fractures, disfigurement, contusions, loss of limbs, paralysis, and death, and that no amount of care, caution, instruction, maintenance or expertise can eliminate or prevent such inherent dangers. In consideration for the opportunity to participate in the Parachute Activities, I expressly, knowingly, and voluntarily assume all risk, chance and hazard related or in any way connected to the Parachute Activities, regardless of location and whether or not anticipated or expected.

INITIAL _____

I, for myself, and on behalf of personal representatives, heirs, executors, administrators, successors, and assigns, hereby agree to RELEASE, DISCHARGE, HOLD HARMLESS, DEFEND, and INDEMNIFY the Released Parties, as defined below, from and against any and all claims, actions and suits, whether in law or in equity, demands, damages, attorney fees, costs, and other financial expenditures that may be brought against or incurred by them, or anyone on their behalf, which relates to or is in any way connected to my participation in the Parachute Activities or otherwise related to this Agreement and Release in any way, whether or not anticipated or expected and whether or not caused by the negligence of any of the Released Parties:

1. Plane owners, Chief Pilot and all other owners, lessees, pilots, copilots, crew members, mechanics, shareholders and other individuals associated with the operation or supply of any aircraft utilized in the Parachute Activities;
2. The Liberty Jump Team, Inc. (hereinafter the "LJT") BOD and Staff - Dominique W. Launay, Jilray M. Launay, Peter R. Plank, David Accetta, Karl Johnson, James Micko, Nick Morey, Brad Krewench, Zellner Butch Garner, Darren Cinatl, Kristopher Carroll, Joseph Ivanov and all other members of the LJT and their heirs;
3. The LJT Inc. located at 1640 Overcup Lane., Keller, TX 76248 USA; and/or
4. All Mayors of ETO events and all officers, directors, agents, representatives, servants, employees of those towns, as well as owners and lessees of land upon which the Parachute Activities are conducted.

INITIAL _____

Insurance

LJT does provide 3rd party liability insurance through:

Air Capital Insurance, LLC
PO Box 458
Wichita KS 67201 USA

A copy of the Certificate of Insurance will be provided upon request. This insurance does not cover at ETO events. It covers the jumpmaster, safety and all parachutists and DZ Crew at official training events, jump school, air shows or demonstration jumps organized by the team. Any other personnel (media etc) who

are on the DZ during a jump run will be asked to sign a waiver and are not covered.

I have been advised and understand that the LJT does not purchase personal injury or personal liability insurance on my behalf for my Parachute Activities and that I am responsible for ensuring that I am properly insured for the Parachute Activities in which I am involved. I further understand that my obligation of indemnification may require me to purchase additional insurance and that I am responsible for the cost and expense of such insurance.

INITIAL _____

Medical Statement

I understand and acknowledge that the Parachute Activities are strenuous, athletic activities, requiring me to be in good physical condition.

I hereby certify that I understand that the LJT has strongly recommended that all of its members secure an annual physician's examination using the form set forth in **Attachment 'A'** to verify current fitness for Parachute Activities and that the responsibility to act on that recommendation is mine alone.

Liberty Jump Team Inc. recognizes the importance of a annual physician's check up, utilizing the attached Medical Examination Form or comparable form signed by the physician.

I hereby certify that I do not suffer from any physical conditions or chronic illness which would affect my ability to engage in the particular Parachute Activities in which I become involved, including, but not limited to, any of the following conditions: cardiac or pulmonary condition or disease, abnormal blood pressure, fainting spells, convulsions, hearing loss or impairment, nervous disorders, diabetes, kidney or related diseases, or shortness of breath. I further certify that I am taking no regular medication which would impair or decrease my judgment or ability to engage in the Parachute Activities.

Further, I understand and agree that it is a violation of federal, state, and/or local law to consume alcoholic beverages or drugs within the previous eight hours of any Parachute Activity and I therefore agree to refrain from such consumption.

I UNDERSTAND THAT I HAVE THE FINAL RESPONSIBILITY FOR MY OWN SAFETY.

INITIAL _____ I am submitting Attached form 'A' or a comparable Medical form signed by my physician

Photography and Videography Release

I agree as follows:

1. At the request of the LJT, I will sit and be photographed, filmed, videotaped, and digitally imaged by LJT graphic portraits, pictures, films, videos, DVDs, or Compact Discs, for use by its agents and assigns;
2. I permit the LJT to copyright and/or publish or use my image in any photographic portrait or picture, video, or digital image, whether in whole or in part, composite, distorted in character or form, in conjunction with my own or fictitious name, or in reproductions thereof in color or otherwise, made through any media by the LJT or any photographer employed by the LJT, for art, advertising, trade, promotion and all other lawful purposes;
3. I waive any right to inspect and/or approve the finished product or the use to which it may be applied;
4. I permit LJT to deliver copies of my image to those persons, firms, corporations or other entities as the LJT may determine in its discretion; and
5. I waive any compensation, payment, or other consideration for the use of my image as outlined above.

INITIAL _____

Statistics of Fatalities and Injuries

According to the United States Parachute Association (USPA), for the year 2006, there were 30,618 USPA members, with 908 injuries and 21 fatalities resulting from parachute jumping. Likewise, I understand that I may be a passenger in a vintage aircraft as part of my Parachute Activities and that perfect functioning of the plane cannot be guaranteed as it is subject to mechanical malfunction and operator error at any time. I understand that I may be injured or suffer a fatality while engaging in a parachute jump, while a passenger in a vintage aircraft, or while engaging in any other Parachute Activity.

INITIAL _____

I understand and acknowledge that this Agreement and Release is a binding, legal contract pursuant to which I have waived any and all claims against the Released Parties resulting from my participation in Parachute Activities, including any claims caused by negligence of the Released Parties. I hereby confirm that I have been given the option to not participate in the Parachute Activities for any reason.

INITIAL _____

Continuation of Agreement

I understand and agree that the terms and conditions of this Agreement and Release shall be in full force and effect upon its execution and shall continue in full force and effect at all times during which I participate, either directly or indirectly, in the Parachute Activities, and shall be binding upon my personal representatives, heirs, executors, administrators, successors, and assigns, unless and until specifically terminated in writing by both parties.

INITIAL _____

Governing Law

I understand and agree that this Agreement and Release shall be construed under and governed by the laws of Texas.

INITIAL _____

Affirmation of Understanding and Capacity

BY MY SIGNATURE BELOW, I AFFIRM THAT I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ITS CONTENTS AND ITS IMPACT ON MY LEGAL RIGHTS, THAT I HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT AND RELEASE, AND THAT I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.

INITIAL _____

SIGNATURE: _____

PRINTED NAME: _____

WITNESSED BY: _____

DATE: _____

Attachment' A' **Liberty Jump Team Inc Medical Examination Form**

FULL NAME

ADDRESS.....

City/State/Country/Zip.....

DATE OF BIRTH.....

1. NOT SUFFERING FROM ANY DISEASE WHICH COULD CAUSE SUDDEN IMPAIRMENT OR INABILITY TO MAKE A PARACHUTE JUMP.

***FOR FEMALE JUMPERS - IF PREGNANT YOU WILL NEED TO GO OFF JUMP STATUS.

2. PROPER FUNCTIONING OF ARMS AND LEGS WITH SPECIAL ATTENTION TO KNEES AND ANKLE JOINTS

3. GOOD ALINGMENT AND FUNCTION OF MUSCO-SKELETAL SYSTEM.

4. NORMAL FUNCTIONING OF HEART, LUNGS, KIDNEYS AND NERVOUS SYSTEM

5. GOOD VISUAL SIGHT WITH OR WITHOUT CORRECTION. IF CORRECTION IS NEEDED, GLASSES OR CONTACT LENSES, MUST BE WORN DURING THE PARACHUTE JUMP.GLASSES MUST BE KEPT IN PLACE WITH A SECURE BAND.

6. THE JUMPER MUST BE ABLE TO HEAR A CONVERSATION WHILE FACING IN THE: OPPOSITE DIRECTION, 6 ft FROM THE DOCTOR. THE EUSTACHEN TUBE MUST BE OPEN. EAR OR SINUS PROBLEMS MAY LEAD TO LOSS OF EQUILIBRIUM and UNFITNESS TO JUMP.

7. TEETH MUST BE IN PROPER CONDITION.PROTHESIS WHICH CAN CAUSE DANGER DURING JUMPING SHOULD BE REMOVED PRIOR TO THE PARACHUTE JUMP.

UNDERSIGNED: **PHYSICIAN**

NAME..... **M.D.**

ADDRESS.....

City/State/Country/Zip.....

PHONE.....

DECLARES THAT ABOVE MENTIONED PERSON IS MEDICALLY FIT / UNFIT FOR PARACHUTING.

DATE OF EXAMINATION.....

SIGNATURE OF PHYSICIAN.....

THIS DECLARATION IS VALID UNTIL 12 MONTHS AFTER THE DATE OF EXAMINATION AND IS TO BE KEPT ON FILE WITH **LIBERTY JUMP TEAM INC** PLEASE SEND IN A COPY OF THIS FORM. KEEP YOUR ORIGINAL