

Medical Statement

Each item must be completed in full

FOR OFFICE USE ONLY
USPA#:
Exp Date:
License#:
Reserve Date:
Logbook:
Entered into RD:
Scanned Init:

Last Name	First Name	Middle In.
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Street Address	City	State	ZIP
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Home Telephone Number	Date of Birth
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Height	Weight
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Email _____

For Emergency, Injury or Death Notify:

Name _____
Relationship _____
Address _____

City _____ State _____ Telephone – Work _____

Telephone – Home _____

Are you camping at Skydive Iowa? Yes No

STATEMENT OF MEDICAL FITNESS:

"I, the participant, represent and warrant that I have no physical or mental infirmities, except as listed below; am not under treatment for any other physical or mental infirmity or chronic ailment or injury of any nature; and have never been treated for or diagnosed to have any of the following: cardiac or pulmonary conditions or diseases, diabetes, fainting spells or convulsions, nervous disorders mental illness or depression, kidney or related diseases, high or low blood pressures, or any other disability which might in any way affect my ability to participate in skydiving, parachuting, flying, or related activities."

INFIRMITIES or EXCEPTIONS (if none, so state the word "none" on the line below)

_____ (Initial) _____

WARNING!

SKYDIVING, PARACHUTING, FLYING AND ALL OF ITS RELATED ACTIVITIES ARE DANGEROUS AND THERE ARE RISKS INVOLVED IN YOUR PARTICIPATION. YOU CAN BE **SERIOUSLY AND PERMANENTLY INJURED OR EVEN KILLED** AS A RESULT OF YOUR PARTICIPATION IN SKYDIVING, PARACHUTING, FLYING OR ALL OF ITS RELATED ACTIVITIES. EACH INDIVIDUAL PARTICIPANT, REGARDLESS OF EXPERIENCE, HAS FINAL RESPONSIBILITY FOR HIS/HER OWN SAFETY.

I FURTHER UNDERSTAND THERE IS NO LIABILITY INSURANCE AVAILABLE TO SKYDIVE AS "SKYDIVE" IS DEFINED IN THIS DOCUMENT COVERING THESE ACTIVITIES.

I am not under the influence of alcoholic beverage, I have not ingested any illegal substances within the past 24 hours, nor have I taken any prescription medication, which may affect my judgment or ability to perform. I agree not to jump in the future under the influence of alcohol or other drugs.

I have read the attached Agreement, Release of Liability and Assumption of Risk; I understand that it is a legal contract binding on me. I understand what it says. I intend to be bound by what it says and I know that when I sign it, I give up important legal rights.

Dated: _____
Signature of Applicant

Dated: _____
Signature (Skydive Iowa Staff)

**The length of this document reflects its seriousness.
Please read every single word on every single page.**

C O N T R A C T
AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK

IN CONSIDERATION of being permitted to utilize the facilities and equipment of SKYDIVE IOWA, INC., (and its associated entities and facilities) to engage in parachute activities, ground instruction, flying and related activities, skydiving, freefall and/or tandem jumping, hereinafter collectively referred to as "skydiving activities," as defined in this contract. I HEREBY AGREE AS FOLLOWS:

1. I understand I am not required to make a skydive, but if I desire to do so, I am not required to jump at SKYDIVE IOWA, INC. I understand there are other drop zones within a 150-mile radius of Brooklyn, Iowa. Those drop zones are listed in the phone book or can be located online. (_____) I further understand I may take this document to my personal attorney for review. I elect not to do so. (_____)

2. **PARTIES INCLUDED:** I understand that this Agreement, Release of Liability and Assumption of Risk includes but is not limited to Brooklyn Air, Inc., SKYDIVE IOWA, INC., and any of its officers, board members, and shareholders, it's or their agents, customers, associated entities, employees, volunteers, pilots, instructors, jumpmasters, coaches, videographers, photographers, riggers, load organizers, independent contractors, the owners of the aircraft, (which shall also include but not be limited to airfoils and balloons), the owners of any land utilized for "skydiving activities", adjacent property owners, the United States Parachute Association and its members, anyone working with or for SKYDIVE IOWA, INC., including independent contractors and/or any manufacturer of, owner or entity charged with the maintenance of any piece of equipment which I may use or am using or is in any way, shape or form being used in connection with my "skydiving activities" at the time of my **INJURY** or **DEATH** and anyone involved in any way, shape, form or manner in my "skydiving activities," including the person or entity who pays for my jump, and specifically including but not limited to tandem or experimental test parachute jumping to include tandem parachute jumping, hereinafter collectively referred to in this Agreement, Release of Liability and Assumption of Risk as "SKYDIVE." (_____)

3. This entire Contract, Release of Liability and Assumption of Risk is expanded to include all parties mentioned anywhere in the body of this document by name or by category, all vendors, manufacturers, suppliers or owners of materials or equipment used for "skydiving activities," including but not limited to the manufacturers of the equipment, its employees, directors, officers and shareholders, and all associated entities, shareholders, partners, employees, independent contractors and all other persons or entities in any way, shape or form associated with any entity mentioned, either specifically, by category or by implication, in the body of this document whom are referred to herein as "SKYDIVE." (_____)

4. I understand that this document is a legally binding contract between myself and the entities described herein as "SKYDIVE" and certify that I am of legal age and under no legal disability that would prevent me from entering into a binding contract. I have read, understand and intend to be bound by all of its terms. (_____)

5. By signing this document, I acknowledge that I have been advised, understand and accept that tandem masters, jump masters, parachute packers, load organizers, coaches, videographers, photographers, riggers, those charged with the maintenance of the parachutes and parachute equipment, those charged with the maintenance of the aircraft, and pilots are independent contractors. As independent contractors, no other entity, including but not limited to those coming under the heading of "SKYDIVE" can be held responsible for that independent contractor's actions, including but not limited to gross negligence, ordinary negligence and willful and/or wanton misconduct. I accept this limitation. (_____)

6. I acknowledge that I am being advised by this paragraph that the aircraft are not owned by Skydive Iowa, Inc. I specifically acknowledge that the owner of the aircraft is a separate entity and is included in the definition of Released Parties herein referred to as "SKYDIVE" and specifically agree that the owner of the aircraft has the maximum protection afforded any other entity mentioned by name or category in this document for any **INJURY** to my person or my **DEATH** even if caused by the negligence or other fault of those entities. I further acknowledge that the maintenance of the aircraft and the maintenance of the parachutes and parachute equipment are performed by independent contractors and "SKYDIVE", cannot be held liable for any **INJURY** to my person or my **DEATH** even if caused by the negligence or other fault of those independent contractors. I further agree that this paragraph in no way limits any other paragraph of this Agreement, Release of Liability and Assumption of Risk and acknowledge and agree that this paragraph expands the protection granted to all parties whether mentioned by name, category, implication or otherwise. (_____)

7. INTENTIONALLY LEFT BLANK.

8. **RISKS CONTEMPLATED:** This Agreement is made in contemplation of all "skydiving activities," which for purposes of this agreement shall include but not be limited to all occurrences contemplated or not contemplated, foreseen and unforeseen, likely or unlikely to occur, including but not limited to instruction, parachute jumping, tandem or experimental test parachute jumping, ground instruction, flying and related activities, the exit from the aircraft, skydiving, freefall, canopy opening, time under the canopy, the landing, including but not limited to crash landings, either under canopy or not, inside or

outside the aircraft, equipment malfunctions of any kind, any rescue operations or attempts by "SKYDIVE," whether on or off the designated landing area or any facilities used by "SKYDIVE", ground transportation provided to me by any entity in any way associated with "SKYDIVE" and any activity whatsoever in any way, shape, form or manner connected with my "skydiving activities" or my presence on or near the facility and grounds of "SKYDIVE", or any location which is used for my "skydiving activities". I further agree that this includes but is not limited to all recreational activities which I may engage in including, but not limited to camping, socializing, or any other recreational activities whatsoever, which are in any way associated with "SKYDIVE". This includes any activity which may or does or be claimed to cause or contribute to my **INJURY** or **DEATH**, even if caused directly or indirectly by negligence or other fault which terms shall include but not be limited to gross negligence and ordinary negligence on the part of "SKYDIVE". These risks shall be referred to for purposes of this agreement as "skydiving activities". (_____)

9. **NEGLIGENCE:** The term negligence as used anywhere in the body of this document shall include, but not be limited to gross negligence, ordinary negligence and/or willful, wanton or reckless conduct. (_____)

10. I am aware that "skydiving activities" are **inherently dangerous** and **may result in INJURY or DEATH** and agree that the unforeseen may happen and no one can delineate all risks or possibilities of error. Therefore, I specifically include in this Release, any **INJURY** or my **DEATH** resulting from any occurrence, whether foreseen or unforeseen, and whether contemplated or not contemplated which I, in any way shape or form, am in any way connected with my "skydiving activities" and/or presence on the premises used for my skydiving activities or any other place or entity connected with "SKYDIVE." even if caused by the negligence or other fault of "SKYDIVE." (_____)

11. **PARTIES BOUND BY THIS AGREEMENT:** It is my understanding and intention that this Agreement, Release of Liability and Assumption of Risk be binding not only on myself, but on anyone or any entity, including but not limited to my estate and my heirs and any one or any entity that may be able to or does sue because of my **INJURY** or **DEATH**. It is further my understanding and agreement that this Release is intended to and does in fact release "SKYDIVE" from any and all claims or obligations whatsoever, foreseen and unforeseen, contemplated and not contemplated, arising in any way from my participation in "skydiving activities", even if caused by the negligence or other fault of "SKYDIVE". (_____)

12. **RELEASE OF LIABILITY:** I hereby release and discharge "SKYDIVE" from any and all liability, claims, demands or causes of action that I or any person or entity may have for my **INJURY** or my **DEATH** or other damages arising out of my participation in "skydiving activities" even if caused by negligence or other fault of "SKYDIVE". (_____)

13. **COVENANT NOT TO SUE:** In exchange for good and valuable consideration, the sufficiency of which is acknowledged, I further agree that I, MY ESTATE OR ANYONE OR ANY ENTITY ACTING ON MY BEHALF OR ON BEHALF OF MY ESTATE WILL NOT SUE OR MAKE CLAIM against "SKYDIVE" for damages or other losses, including my **INJURY** OR **DEATH**, sustained as a result of my "skydiving activities" even if caused by negligence or other fault of "SKYDIVE." (_____)

14. **INDEMNIFICATION AND HOLD HARMLESS:** I also agree to INDEMNIFY AND HOLD "SKYDIVE" HARMLESS from all claims, judgments and costs, including but not limited to reasonable attorney's fees, and to reimburse "Skydive" for any expenses whatsoever incurred in connection with any action or lawsuit brought as a result of my participation in "skydiving activities," including but not limited to actions brought by myself or on behalf of myself or my estate, **including but not limited to repayment to "SKYDIVE" of any judgments obtained against or collected from "SKYDIVE"**, even if "SKYDIVE" is claimed or found to be negligent or otherwise at fault. (_____)

15. **ASSUMPTION OF RISK:** I understand and acknowledge that "skydiving activities" are inherently dangerous and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF **DEATH OR PERSONAL INJURY** SUSTAINED WHILE PARTICIPATING IN "SKYDIVING ACTIVITIES" WHETHER SUCH RISK IS FORESEEN OR UNFORESEEN, CONTEMPLATED OR NOT CONTEMPLATED, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF "SKYDIVE" including but not limited to equipment malfunction from whatever cause, inadequate training, any deficiencies in the landing area, rescue attempts, the weather, (including but not limited to wind conditions) bad landings, rescue attempts, or any other cause whatsoever, including but not limited to those set forth in other paragraphs of this document, even if those **INJURIES** or my **DEATH** are caused by the negligence or any fault of "SKYDIVE." (_____)

16. I hereby agree to waive and do waive any and all duty of care, whether by omission or commission, or any other duty, which may be owed or claimed to be owed to me by "SKYDIVE." (_____)

17. **LIMITATION OF WARRANTY:** "SKYDIVE" hereby warrants that the equipment provided by "SKYDIVE" has been previously used for "skydiving activities." **THIS WARRANTY IS THE ONLY WARRANTY MADE AND IS MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. ADDITIONALLY,**

“SKYDIVE” DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In accepting this limitation of warranty, I specifically waive any claim I may make for defect in design, manufacture, workmanship or any other defect in equipment and waive any claim I may have that an alternate design was available that would have been safer or in any way better, or that the design employed failed to comply with industry standards.

I have read the above paragraph, acknowledge that I understand it and accept the limitation of warranty. (_____)

18. In the event any agent of or claimed agent, independent contractor, or employee of “SKYDIVE” is found by a court of competent jurisdiction to be guilty of willful and/or wanton conduct or misconduct, or any conduct claimed to be or deemed to be outside the scope of this contract/document, by action or law or for any other reason, I agree that that entity’s action shall be beyond the scope of his/her or/its employment and not attributable to “SKYDIVE” or any other entity, on any agency theory, or any other theory. This shall also apply to any acts which are alleged to be or are deemed to be willful and wanton on the part of any agent, employee, or any person or entity acting on behalf of or instead of any entity included in the definition of “SKYDIVE”. (_____)

19. SECTION INTENTIONALLY LEFT BLANK.

20. If I am making a student jump, I understand that I will be wearing a separate harness that may need to be adjusted by the jumpmaster. If my jump is a tandem jump, I understand that the jumpmaster and/or tandem master/instructor will attach my harness to his/her person and that this will put my body in close proximity to that of the tandem master/instructor. I specifically agree to this physical contact between the tandem or jump master and myself. (_____)

21. **OTHER RECREATIONAL ACTIVITIES.** This Agreement shall also be effective for and include any and all recreational activity(ies) which is organized, provided by or in any way associated with “SKYDIVE” or takes place on the grounds of “SKYDIVE”, or the property owned by any entity in any way associated with, organized or provided by “SKYDIVE”, including but not limited to camping and socializing. (_____)

22. **DURATION OF RELEASE:** It is my understanding and intention that this Release and Agreement be effective not only for my first jump, but for all subsequent jumps or “skydiving activities” and shall be in full force and effect from the signing of this Agreement. I further agree that any subsequent release signed by me shall include the terms of this release to the extent they are not inconsistent with the subsequent release, and that any and all inconsistencies be decided in favor of “SKYDIVE”. I agree that this contract may be terminated upon (180) days written notice, sent by either party by certified mail return receipt requested. I further agree that such termination shall not affect events occurring or which have occurred prior to the effective date of the termination. (_____)

23. **ENFORCEABILITY:** I agree that if any portions of this Agreement, Release of Liability and Assumption of Risk are found to be against public policy or unenforceable for any reason, only that portion shall fall, but I specifically waive any unenforceability or any public policy argument that I may make or that may be made on behalf of myself, my estate or by anyone or entity who could or does sue because of my **INJURY or DEATH.** (_____)

24. **DOCUMENT BROADLY CONSTRUED AND AMBIGUITIES CONSTRUED AGAINST ME.** I am by reading, this paragraph, being made aware that the general rule is that this type of document is to be narrowly construed and ambiguities are to be decided against the person or entity preparing the document. I EXPRESSLY WAIVE that rule and I specifically agree that this document be broadly construed in favor of “SKYDIVE” and against me AND THAT ALL AMBIGUITIES BE RESOLVED IN FAVOR OF “SKYDIVE”. (_____)

25. **Jurisdiction and venue of any dispute.** I agree that I, or any entity acting on my behalf or on behalf of my estate, will only bring a lawsuit arising out of or related to my skydiving activities in the state courts (and not federal) of Poweshiek County, Iowa. I agree that I, my estate or any entity acting on my behalf or on behalf of my estate, will not contest the jurisdiction or venue of the Poweshiek County, Iowa Courts. I further agree that by signing this document I am subjecting myself, my estate, or any entity acting on my behalf or on behalf of my estate to the personal jurisdiction of the Poweshiek County, Iowa Courts, and agree not to Contest the Poweshiek County, Iowa Court’s jurisdiction. I knowingly waive the right to contest the jurisdiction and venue of the Poweshiek County, Iowa Courts. (_____)

26. **Law to be applied.** I agree that in resolving any legal claim arising out of or related to my “SKYDIVING ACTIVITIES”, the court shall apply the substantive statutes, substantive common law and legal precedent of the state of Iowa. I make this agreement without reference to the “choice-of-law” rules of any state in which a claim related to my “SKYDIVING ACTIVITIES” is brought. I agree that I will not contest the application of Iowa substantive law to any claim related to this contract and/or my “SKYDIVING ACTIVITIES. I knowingly waive my right to assert that any other state or federal law should apply to any claim related to this contract. (_____)

27. I am aware that I have a right to demand a jury trial in any lawsuit that I, my estate or anyone acting on behalf of me or my estate or heirs might file against "SKYDIVE." I am also aware that it may be to my advantage to do so. I hereby irrevocably waive and give up the right to a jury trial in any lawsuit I might file, or might be filed on behalf of myself, my heirs or my estate against "SKYDIVE". I further understand "SKYDIVE" and "SKYDIVE" alone, at its option, may demand a jury trial. (_____)

28. I am being made aware by this paragraph that the Iowa Wrongful Death Act provides for the allowance of pecuniary damages for loss of society, grief, sorrow and mental anguish to the survivors. Having been made aware of this, I specifically give up and relinquish the right of my heirs or family members to pursue that type of damage in any wrongful death or other action which may be filed on my behalf or on behalf of my estate and agree to indemnify "Skydive" for any judgment which may be entered on behalf of my survivors. (_____)

29. I hereby authorize "SKYDIVE" or its assignee to take any photographs and videos as they may deem appropriate of myself and to use those photographs in such a manner, as they may deem appropriate and specifically waive any interest, proprietary or otherwise, I may have in such photographs. (_____)

30. I GIVE UP LEGAL RIGHTS: It has been explained to me, and I understand, that by signing this document I am giving up important legal rights and it is my intention to do so. (_____)

31. In the event it is found that any portion or portions of this document conflict with any one or more other portion in this document the interpretation of that portion which is most favorable to "SKYDIVE" shall control. (_____)

32. UNDERSTANDING OF AGREEMENT: I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND I WISH TO BE BOUND BY ITS TERMS AND I UNDERSTAND THAT BY SIGNING THIS, I HAVE FOREVER GIVEN UP IMPORTANT LEGAL RIGHTS. EVEN THOUGH I MAY HAVE FAILED TO INITIAL SOME OR ALL OF THE PARAGRAPHS OF THIS DOCUMENT, I STILL INTEND TO BE BOUND BY ALL PARAGRAPHS. I FURTHER UNDERSTAND THAT THIS DOCUMENT CAN ONLY BE AMENDED IN WRITING, WITH THE AMENDMENT SIGNED BY THE ATTORNEY FOR SKYDIVE IOWA, INC. (WHOSE NAME, ADDRESS AND PHONE NUMBER WILL BE SUPPLIED UPON REQUEST) AND MYSELF. (_____)

33. I ELECT NOT TO ATTEMPT TO NEGOTIATE A CHANGE IN THIS AGREEMENT. (_____)

34. I hereby certify that if using my own gear, my reserve parachute has been packed by an appropriately rated FAA certified parachute rigger and will be "in-date", under the Federal Aviation Regulations, on all parachute jumps I make. Should my reserve parachute become "out-of-date", I will have it properly packed PRIOR to making any parachute jumps. (This applies to jumpers using their own personal gear.) (_____) or I am a student using rental gear (_____).

THIS WAIVER MEANS THAT IF YOU SIGN, YOU ARE BOUND BY THIS ENTIRE DOCUMENT. IT MEANS IN THE BROADEST GENERAL TERMS THAT IF YOU SUE "SKYDIVE" YOU CANNOT WIN AND, FURTHER, YOU WILL OWE "SKYDIVE" MONEY, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, REPAYMENT OF ANY JUDGMENT OBTAINED AND OTHER EXPENSES INCURRED BY "SKYDIVE" IN DEFENDING YOUR LAWSUIT AND YOU WILL HAVE TO REIMBURSE "SKYDIVE" FOR ANY JUDGMENT YOU MIGHT GET AGAINST "SKYDIVE" EVEN IF YOUR **INJURY** OR **DEATH** IS CAUSED BY THE NEGLIGENCE OF "SKYDIVE". I UNDERSTAND AND AGREE TO BE BOUND BY THIS PARAGRAPH AND ALL OTHERS IN THIS DOCUMENT. (_____)

I UNDERSTAND THAT WHEN I SIGN THIS DOCUMENT, I WILL BE GIVING UP ANY AND ALL RIGHTS I OR MY HEIRS MAY HAVE TO SUE ANYONE IN ANY WAY, SHAPE OR FORM ASSOCIATED WITH MY SKYDIVE, EVEN IF THE ENTITY I OR MY HEIRS INTEND TO SUE HAS CAUSED MY **INJURY** OR **DEATH** BY THEIR NEGLIGENCE OR OTHER FAULT. (_____)

I HAVE BEEN GIVEN AN OPPORTUNITY TO READ THIS DOCUMENT. I HAVE READ EVERY SINGLE WORD ON EVERY SINGLE PAGE. I UNDERSTAND ITS CONTENTS. I INTEND THAT I, AND MY HEIRS, MY FAMILY AND/OR ANYONE WHO MIGHT ACT ON MY BEHALF OR ON BEHALF OF MY ESTATE, IN ANY CAPACITY WHATSOEVER BE BOUND BY ITS TERMS. (_____)

