

# SWOOP Waiver of Liability, Assumption of Risk Agreement and Indemnity

PAID BY: <b>M/C VISA DEBIT CASH CHEQUE</b>	TOTAL \$ AMOUNT, NOTES & <b>PROFESSION:</b>
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**TYPE OF JUMPER?** Please Circle one:    IAD    TANDEM    PFF    Member    Non-Member  
 {SWOOP STAFF Double-check: \_\_\_\_\_ }

**\*\*For Certified Jumpers to be filled out at the beginning of each Season:**

CSPA/USPA Expires: {Mon/Day/Year} / /	CSPA/USPA Number:	RESERVE Last Repack: (Mon/Day/Year) / /	Most Recent Licence #:
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TANDEM LAST Name: {Please PRINT Clear}	FIRST Name:	Date of Birth:{Mon / Day / Year}	Height:	Weight
Street Address:		City:	Province:	Postal Code:
In case of an EMERGENCY, Please call:		EMERGENCY Ph#	EMERGENCY Relationship	
Your E-MAIL Address:		Your Home Ph#:	Your Cell Ph#	

Check *Where did you FIRST learn **about us*** about SWOOP?

Visited our internet Website?		Referred by another Student jumper
Jumped with SWOOP previously?		Referred by an Experienced jumper?
Read a SWOOP brochure / flyer?		Other? <i>Tell us...</i>

**Section 1 – ASSUMPTION of RISK:**

1. I (print your name) \_\_\_\_\_ (initial) \_\_\_\_\_ realize and acknowledge that Sport Parachuting involves inherent risks and hazards, both foreseeable and unforeseeable, which can and do result in injury or death, including, but not limited to, injured or broken backs, legs, ankles, wrists, fingers; injuries or death from hitting the ground, water, or obstacles; and airplane collision and crashes. My participation in Sport Parachuting conducted by the SouthWestern Ontario Organization of Parachutists (also known as SWOOP) shall be at my own risk and I VOLUNTARILY ASSUME ALL SUCH INHERENT RISKS AND HAZARDS.
2. I ACCEPT FULL RESPONSIBILITY for ensuring that any equipment that I bring to the dropzone for use in Sport Parachuting will be safe and suitable for its intended use. I am not relying in any way on the SouthWestern Ontario Organization of Parachutists to ensure that my gear is fit and safe for Sport Parachuting.      **Section 1 - Your initial here:**

**Section 2 - WAIVER, RELEASE AND DISCHARGE:**

3. I AGREE NOT TO SUE the SouthWestern Ontario Organization of Parachutists (also known as SWOOP), and I HEREBY WAIVE, RELEASE, AND DISCHARGE the SouthWestern Ontario Organization of Parachutists and its directors, officers, and employees from any and all claims I may now and in the future have for personal injury, death, damage to property or loss of any kind and nature however caused, INCLUDING NEGLIGENCE AND BREACH OF DUTY OF CARE on the part of the SouthWestern Ontario Organization of Parachutists in connection with my participation in Sport Parachuting.
4. I agree and acknowledge that the provisions of this Waiver of Liability extend to the following persons or entities on whose behalf the SouthWestern Ontario Organization of Parachutists is acting as agent: the Canadian Sport Parachuting Association, aircraft owners, pilots, instructors, riggers, ground crew, landowners, occupiers, employees, volunteers, and any other persons working for or in association with the SouthWestern Ontario Organization of Parachutists.      **Section 2 - Your initial here:**

**Section 3 – INDEMNITY:**

5. I agree to assume the risk of any damages, injuries or disability which may develop or occur as a result of my participation in Sport Parachuting and I WILL HOLD THE SOUTHWESTERN ONTARIO ORGANIZATION OF PARACHUTISTS HARMLESS FROM ANY AND ALL CLAIMS therefor. Provisions of any local, provincial, federal, or foreign statutes or judicial decisions providing in substance that releases shall not extend to unknown or unsuspected claims, injuries or damages to the persons executing such releases are hereby expressly waived.      **Section 3 - Your initial here:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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## **READ WHAT YOU ARE SIGNING!**

### ***This Waiver affects your legal rights***

#### **Section 4 – GENERAL:**

6. This Waiver of Liability is binding on my heirs, assigns, executors, administrators, legal representatives and anyone else who may claim on my behalf.

7. I declare that in making this Waiver of Liability I am of lawful age (18 years of age or older) and legally competent, and I rely fully on my judgment, belief and knowledge of the nature of this Waiver of Liability and have not been influenced to any extent in making this Waiver of Liability by any representations or statements made by any persons hereby released or any person representing them.

**Section 4 - Your initial here:**

#### **Section 5 – MEDICAL:**

8. I represent and warrant that I have no physical infirmity except those listed below, and I am not under treatment for any other physical infirmity or chronic ailment or injury of any nature, and I have never been treated for any of the following: cardiac or pulmonary conditions or disease, diabetes, fainting spells or convulsions, nervous disorder, kidney or related diseases, or high or low blood pressure. I am not under medication of any kind at the present time. If I am prescribed corrective lenses, I agree to wear them during my intentional parachute jump and during training and preparation.

**Section 5 - Your initial here:**

List any medical infirmities or conditions, or if **NONE** please print "**NONE**":

Your Instructors are *NOT* medical experts! It is critical that you tell us!

#### **Section 6 – REFUNDS:**

9. *SWOOP* would like to explain our Refund Policy to you. When you come to *SWOOP* and pay us your money for your scheduled jump, we realize that this sport may not be for everybody, so we would like to give you as much opportunity as possible to enjoy the program, but to change your mind if you are not entirely sure.

PFF students: If on the day of your training, at any time during the program up to the point of gearing up, (i.e. putting on your equipment) you decide that you are no longer interested in following through with the planned jump you will be given upon request, a partial refund of your payment. You will be refunded **ONLY** the cost of the jump itself. If you do request a refund from us, we will remove your record of training from our files, and if you decide to return at another time, you will be required take the ground school training over again.

On the day and time you have chosen to Book, if you do not show-up or call to let us know that you can't make it, you will be charged a **NO SHOW FEE** of \$100.00. This is Non-Refundable Fee but you can use this amount towards a new Booking time of your choice. You are either committed to jumping, or finding a replacement to fill your spot.

If after your PFF ground school training, you do not complete your jump due to incimate weather or any other reason, and you leave the drop zone without requesting a refund, then it is assumed that you will be returning to complete the jump at another time, and no refunds will be granted, as we have already spent considerable time with you teaching the program, and this is the largest portion of the cost of your training.

Tandem Students: Because of the nature of Tandem jumping, persons who have paid, trained and not jumped due to incimate weather or other reason, may request a refund (less the Non-Refundable deposit fee) after leaving the Club.

**Section 6a - Your initial here:**

#### **What does your money pay for?**

- Your Instructors' time, energy, and many years of training and experience in the sport.
- Canadian Sport Parachute Association (CSPA) Instructor and Jumpmaster training programs that provide you with some of the most qualified and competent Instructors in Canada.
- Our Manifest staff to greet you and handle your paperwork, organize your training, and get you in the air without delay.
- The costs of maintaining our facilities, including our lease, buildings, hydro, telephone, advertising, maintenance and lawncare.
- The high quality and costs of equipment that we provide, including parachutes, parachuting accessories, training aids, radios, altimeters, computer equipment, books and manuals, etc.
- Our aircraft and Pilots, regular aircraft maintenance, quality replacement parts, manuals, and fuel.
- Our parachute Packers, and Riggers that inspect, maintain, re-pack and replace our equipment.  A Temporary CSPA Student Membership and 3<sup>rd</sup>-party liability insurance.

10. I have read and fully understand *SWOOP*'s Refund Policy as written above. I understand that if a **NO SHOW FEE** has been charged *SWOOP* accepts that fee as 100% **NON-REFUNDABLE**. I understand that after my PFF ground school training, once I have left the dropzone today for any reason, whether I have jumped or not, the money I have paid for the training I have received is 100% **NON-REFUNDABLE**.

**Section 6 - Your initial here:**

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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## **Section 7 – CREDIT CARD PURCHASES:**

11. If you purchase your jump on Credit Card, and the opt not to continue, whether individual decision, weather conditions, lack of sufficient time, delays of any nature, and you elect to request a refund, the cost of the credit card usage will be deducted off of the amount of refund for both the purchase and the refund (this cost is variable; currently 5.1%). As a not-for-profit organization it is very expensive to offer credit card purchase options, and if you choose to refund your money, then you will agree to absorb the cost of the credit card costs both for the purchase and refund.

Section 7 - Your initial here:

## **Section 8 – VIDEO and STILL PICTURES:**

12. Videos may not take clearly, or shots can be missed and in this event, ONLY the cost of the video and or still pictures will be refunded. No other discounts will be applied. The video portion is separate from the skydive. The video/ stills are the soul responsibility of the videographer as an independent contractor, and SWOOP has no responsibility for the quality of the pictures taken, the quality of the video/stills, delays in receiving, etc.. It is possible for the camera to fog up; This is a normal result of falling through the humid air, particularly in summer, and it is unavoidable. The Still Pictures option is intended for you to receive at least one (1) good picture which you can frame/blow up. It is not intended for all of the pictures to be of high quality. Normal wear and usage of the USB is the responsibility of the purchaser; damage to USB are the responsibility of the purchaser. If the USB is damaged after leaving the drop zone, there may be a charge involved in reproduction and replacement.

Section 8 - Your initial here:

## **Section 9 – VIDEO and STLL PICTURES RELEASE:**

13. For valuable consideration received, I hereby grant to SWOOP, its independent videographers, and its legal representatives and assigns, 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, to alter the same without restriction, and to copyright the same. This includes any and all uses. The purchase price is for personal use only. I hereby release SWOOP, its independent videographers, and its legal representatives and assigns from all claims and liability to said videos or photographs.

Section 9 - Your initial here:

## **Section 10 – UNINSURED PARTICIPATION:**

14. SWOOP, its directors, officers, employees, aircraft owners, pilots, instructors, riggers, ground crew, landowners, occupiers, volunteers, and any other persons working for or in association with SWOOP do not carry insurance for any such awards, and such insurance is virtually impossible to obtain. There is NO insurance for injuries or death. There is NO insurance to be claimed in the event of a law suit. Insurance for skydiving-related activities does not exist. By initialing here you state that you understand fully and completely that there is no insurance coverage whatsoever for participation in sport parachuting.

Section 10 - Your initial here:

## **Why does SWOOP ask you to sign this Waiver of Liability?**

SWOOP is a limited company providing general services to persons, clubs and organizations interested in participating in Sport Parachuting. Among other things, SWOOP provides, and offers for sale, training for first jump and subsequent parachute jumps; sale and rental of parachute equipment used for Sport Parachuting; rigging services including repair, maintenance, and periodic repacking of both the main and reserve parachutes; arranging for aircraft with pilots for use in Sport Parachuting; and arranging for a field or property for Sport Parachutists to land in.

Consistent with the growth of Sport Parachuting in recent years is the emergence of personal injury lawsuits brought against various Sport Parachuting operations as a result of injuries suffered by a participant, often a student. The Courts have set a high standard of care for Sport Parachuting instructors and damage awards can be crippling.

For these reasons, SWOOP will agree to provide any of the services it offers including, but not limited to, training for a first and any subsequent sport parachute jump ONLY if you agree not to sue us if you get hurt for any reason at all, including negligence on the part of any person involved in assisting you with your Sport Parachute jump. These are the unavoidable facts of Sport Parachuting:

1. Your Instructors, Pilots, parachute packers, and ground crew are human beings who are capable of making mistakes.
2. Your equipment is made by human beings and therefore is not perfect and can malfunction. SWOOP cannot and does not offer any guarantee that the equipment used in making a Sport Parachute jump will work.
3. Your training can only be an approximation of the reality of Sport Parachute jumping, as there is no totally adequate simulation for actually doing a Sport Parachute jump.
4. Sport Parachuting is NOT perfectly safe. We cannot offer any guarantees. We DO NOT guarantee that either or both of your parachutes will open properly. We DO NOT guarantee that SWOOP will operate without error. We DO NOT guarantee that any of our backup devices will function

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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properly, and we CERTAINLY DO NOT guarantee that you will not get hurt or killed. YOU MAY GET HURT or KILLED EVEN IF YOU DO EVERYTHING CORRECTLY!

SWOOP encourages membership in the Canadian Sport Parachuting Association (CSPA) and adheres to its policies. The CSPA is an association of jumpers dedicated to promoting safe Sport Parachuting in Canada. Membership in the CSPA is voluntary, but SWOOP requires that ALL jumpers at SWOOP to be members of CSPA or another similarly recognized foreign national organization. The CSPA has developed a series of equipment and training recommendations, including a system for providing certificates of proficiency for both individual participants and Sport Parachuting Instructors and Riggers. Your Instructors at SWOOP have received their instructor ratings from the CSPA. Nevertheless, the CSPA cannot and does not regulate Sport Parachuting. The CSPA does not accept any responsibility with regard to SWOOP or your participation in Sport Parachuting.

The training methods and equipment used by SWOOP are consistent with industry standards. Nevertheless, injuries can and do occur. Typical injuries consist of broken legs, broken ankles, broken wrists or fingers, back injuries, injuries of all sorts (including death) due to hitting obstacles (including, but not limited to power lines, trees, buildings, roads, the aircraft itself, water, etc.), and death from hitting the ground too hard, including airplane crashes. Like skiing and other high-risk sports, there is a chance that you will hurt yourself even if you do everything properly.

The waiver that we ask you to sign is a legal document binding you to give up the right to sue SWOOP for any reason INCLUDING NEGLIGENCE. As it pertains to you, "any reason" would include, but is not limited to, poor equipment, bad training, and misrepresentations as to safety, errors by SWOOP or other unforeseeable situations.

This Waiver drastically affects your legal rights. If you have any questions about its effect, you should consult an attorney licensed to practice law in the Province of Ontario. The persons at SWOOP assisting you with your Sport Parachute jump are not lawyers, and you should not rely on any of them for any interpretation or explanation of this Waiver.

**PLEASE ENSURE YOU HAVE READ CAREFULLY AND FULLY UNDERSTAND EACH PARAGRAPH ABOVE. DO NOT SIGN THIS WAIVER UNLESS YOU FULLY AGREE TO THE TERMS WITHIN.**

**Please re-print this statement in the box below in your own handwriting:**

**"I fully understand the risks associated with skydiving, and voluntarily assume all such inherent risks"**

In witness where of I have hereunto set my hand in the **Month** of \_\_\_\_\_ **Day** of \_\_\_\_\_, and in the **Year** \_\_\_\_\_, in the Town of Dundas in the Province of Ontario, Canada.

<b>Participant Print Name:</b> {Please PRINT Clearly!}	<b>SWOOP STAFF Print Name:</b>
<b>Participant Signature:</b>	<b>SWOOP STAFF Signature:</b>

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_