

SKYDIVE MOSSEL BAY PTY LTD
TANDEM SKYDIVE INDEMNITY, DISCLAIMER, WAIVER & ASSUMPTION OF RISK AGREEMENT

This is an important legal document. Allow yourself sufficient time to carefully read and understand the entire document, because by signing it, you are agreeing to give up certain legal rights.

In consideration of the Uninsured United Parachute Technologies, LLC, doing business as UPT Vector, and Skydive Mossel Bay Pty Ltd, allowing me the privilege of utilizing a dual harness, dual container parachute pack assembly (also known as a 'tandem parachute system'), designed, manufactured and/or assembled by the Uninsured United Parachute Technologies, LLC, d/b/a UPT Vector, for the purpose of performing an intentional parachute jump, I agree that:

PLEASE NOTE THE FOLLOWING BEFORE SIGNING THIS DOCUMENT:

All visitors and participants by their signature of this document acknowledge that they have read & understand this indemnity, disclaimer & waiver & agree to be bound by it, failing which he/she can choose not to enter the Skydive Mossel Bay Pty Ltd premises ('the Venue') and/or not to participate in any training course and/or any other activities presented by or under the auspices of the Venue and/or Skydive Mossel Bay Pty Ltd ('the Operator') ('the Activities') and if he/she has paid for or bought a ticket to enter the Venue and/or participate in the Activities, to be reimbursed:

- This document must be read with the terms and conditions of the Venue and the Operator which is available on their respective websites. www.skydivemosselbay.com, <http://www.unitedparachutetechnologies.com>
- All visitors enter the Venue and/or participate in the Activities ENTIRELY AT THEIR OWN RISK.
- CHILDREN under the age of 18 MUST be accompanied by their parents or guardian (The Operator reserves the right to request the guardian to prove his/her capacity).
- You agree to OBEY AT ALL TIMES ANY ORDERS, REQUESTS OR DEMANDS of the Venue management and/or the Operator.
- You agree to abide by ANY SIGNAGE displayed at the Venue.
- If you have any questions, misapprehensions, doubts or would like to discuss any factor pertaining to or any element of this document or the activity in which you will participate ('the Activity'), the details of which appear on our website and which will be explained to you in detail before participating in the Activity ('the Briefing'), please phone or email us before you proceed to sign the document or discuss it at the Briefing before signing and participating in the Activity.
- This document applies to you whatever the nature of your participation in the Activity, whether you partake therein physically or merely observe as a spectator, journalist or photographer and no matter your proximity to the actual Activity.
- You will not be allowed access to the premises where the Activity takes place, no matter in which capacity as aforesaid, unless you sign this document.
- If you have any doubts about your physical and/or mental condition please consult your medical practitioner.
- We strongly advise that you obtain adequate travel and comprehensive insurance.
- You acknowledge that any Activity may be cancelled, curtailed or terminated in the sole and unfettered discretion of the Operator and/or management of the Venue if such party(ies) believe that the prevailing circumstances justifies such a decision, in which you will be reimbursed the cost of your participation paid to the Venue and/or Operator or credit will be arranged but you will have no claim for any other expenses or disbursements of whatever nature.
- IF YOU ARE UNDER THE AGE OF 18, YOUR PARENT(S) OR GUARDIAN(S) MUST SIGN THIS DOCUMENT AND ACCOMPANY YOU AT ALL TIMES.
- IF YOU REPRESENT OR ACT ON BEHALF OF A GROUP OR YOUR PERSONAL GUESTS ('THE GROUP'), YOU MUST ENSURE THAT EACH MEMBER CONSTITUTING THE GROUP PERUSES AND SIGNS THIS DOCUMENT.
- IF YOU REPRESENT OR ACT ON BEHALF OF ANOTHER PERSON(S) OR LEGAL ENTITY OR MINORS THAT ARE NOT PART OF YOUR FAMILY('OTHER PERSON'), YOU MUST YOU MUST ENSURE THAT THE OTHER PERSON PERUSES AND SIGNS THIS DOCUMENT.
- FAILURE TO COMPLY WITH THE ABOVE MAY RESULT IN ACCESS BEING DENIED AND/OR ACTIVITIES BEING CANCELLED.

I (FULL NAMES OF SIGNATORY) IDENTITY/PASSPORT NUMBER: _____, the undersigned, hereby acknowledge that I have read & understand the above under the heading 'Note' as well as the details of the indemnity below and agree to be bound thereby. I warrant that I have perused the literature presented by the Venue and/or the Operator, visited the website of the Venue and/or the Operator, have received a detailed Briefing, am aware of and accept that I will be exposed to a variety of risks and dangers at the Venue and travelling en route to and back from the Venue from/to my residence and to risks and dangers inherent in or associated directly or indirectly with the Activities offered by the Venue and/or the Operator and/or present on/at the Venue, the fact, nature and potential effect of which has been explained to me in detail in the Briefing and that I have had adequate opportunity in the circumstances to receive and comprehend the risk and the implications thereof including obtaining independent advice.

REPRESENTATIONS, WARRANTIES & ASSUMPTIONS OF RISK: I understand that parachute jumping will expose me to the risk of personal injury, property damage and/or death. I understand that the success of my jump is dependent upon the perfect functioning of the airplane from which I intend to jump and the parachute system, and that neither the airplane nor the parachute system can be guaranteed to function perfectly. I understand that the airplane and the parachute system are both subject to mechanical malfunctions as well as operator error. I freely, voluntarily and expressly choose to assume all risks inherent in parachute jumping, including, but not limited to, risks of equipment malfunction and/or failure to function, including those which may result from some defect in design, assembly, and/or manufacture as well as those risks arising from improper and/or negligent operation and/or use of the equipment, for and in consideration of the thrill of participation in this activity, understanding full well that those risks may include personal injury, property damage, and/or death. I warrant that I have perused the literature presented by the Venue and/or the Operator, visited the website of the Venue and/or the Operator, have received a detailed Briefing, am aware of and accept that I will be exposed to a variety of risks and dangers at the Venue and travelling en route to and back from the Venue from/to my residence and to risks and dangers inherent in or associated directly or indirectly with the Activities offered by the Venue and/or the Operator and/or present on/at the Venue, the fact, nature and potential effect of which has been explained to me in detail in the Briefing and that I have had adequate opportunity in the circumstances to receive and comprehend the risk and the implications thereof including obtaining independent advice. I realise that certain of the Activities require of me to be in a good physical and mental condition and I warrant that I am in such a condition and that I have checked with my medical practitioner. I warrant that I have no disability, impairment or illness and that I am not under any treatment or medication that could impact on my participation in any Activity.

_____ *Initial

INDEMNITY & EXEMPTION FROM LIABILITY. I hold harmless and indemnify the Venue, the Operator and/or its members and/or directors and/or partners and/or shareholders and/or employees and/or agents and/or servants and/or sub-contractors and/or suppliers and/or against the owners of land upon which the parachute jumping and related activities are conducted ('the Indemnified Parties') against any consequences of visiting or incidents at the Venue or the Operator's location at the Venue or participating in the Activities and I waive any claims I may have against the Indemnified Parties of whatsoever nature and howsoever arising.

The indemnity, disclaimer and waiver includes (without limiting the generality of the foregoing) any loss of or damage to personal effects (including any financial loss and/or destruction and/or loss or damage of property), illness, injury, death or harm (as defined in section 61 of the Consumer Protection Act, Act 68 of 2008 ('the CPA') whatsoever and howsoever caused (including any claim from my wife, children or dependants for maintenance or otherwise), arising directly or indirectly from the inherent risks stated above (whether on foot or in a vehicle) and/or my participation in any one or more of the Activities or arising from any act and/or omission by the Indemnified Parties including any negligent acts and/or omissions (unless section 61 the CPA is applicable), AND including any claim arising from my commuting from my place of residence or returning to it, AND legal costs (on an attorney and own client scale) that any of the Indemnified Parties may incur. The Indemnified Parties will under no circumstances be liable for any indirect, consequential or special loss or damage, irrespective of the cause, unless section 61 of the CPA is applicable.

_____ *Initial

COVENANT NOT TO SUE: I agree not to institute any suit or action at law or otherwise against the Indemnified Parties. Nor shall I initiate any or assist in the prosecution of any claim for damages or cause of action which I, my heirs, executors or administrators herein after may have by reason of injury to my person or to my property arising from the Activities contemplated by this agreement.

_____ *Initial

INDEMNITY AGAINST THIRD PARTY CLAIMS: I indemnify, save and hold harmless the Indemnified Parties 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 organisations and which arise directly or indirectly from my activities or neglect while engaged in the Activities contemplated by this agreement.

_____ *Initial

CONTINUATION OF OBLIGATIONS: I agree and acknowledge that the terms and conditions of the foregoing INDEMNITY, EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE and INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in force and effect now and in the future at all times during which I participate, either directly or indirectly in the Activities shall be binding upon my heirs, executors and administrators of my estate.

_____ *Initial

RESPONSIBILITY OF SKYDIVE MOSSEL BAY PTY LTD: I agree and acknowledge that the responsibilities of SKYDIVE MOSSEL BAY PTY LTD and its employees, is limited to and ends with the sponsorship of the Activities contemplated by this agreement.

_____ *Initial

I acknowledge that in the case of a camera failure and if there is no video or photos available of my skydive, I will not be eligible for a refund or re-jump.

I, the signatory(print full name),

Signature : _____

Name & Identity /Passport Number of Parent/Guardian:

Signatory [Identity/Passport Number]: _____

Personal Details

Tour Guide:		Date:	
Name:		Email Address:	
Date Of Birth:		Where Heard:	
Nationality:		Weight In Kg:	Length In cm:
Physical Addr:			
Emergency Contact Details:			
Name:		Home Telephone:	Mobile:
Physical Addr:			

For Office Use Only :

Pay Method:	Cash		EFT		Credit Card		Other
Amount Paid:			Load Number:				
Package purchased:			Tandem Inst:				