## Mathews Adventure Services LLC 27871 Burmax Park Dowagiac, MI 49047 269.470.9969

This is an important two-page document. By signing it you give up certain rights.

\*PLEASE READ BOTH PAGES CAREFULLY BEFORE SIGNING.\*

## RELEASE OF LIABILITY, CONDUCT AGREEMENT, and PHOTO/VIDEO RELEASE

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, "Releasor," "I" or "me" to Mathews Adventure Services LLC.

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in Mathews Adventure Services LLC 's Activities (the "Activity" including but not limited to skydiving, tandem skydiving, ground instruction, in-air instruction, parachute instruction, riding in aircraft at any phase of operation, aircraft exit, freefall, deployment of parachute, time under parachute, landing, rescue operations or attempts, demonstration jumps, water jumps, ground or air transportation or transportation in any vehicle, use of equipment, wind tunnel training, or any activity whatsoever.

As the undersigned Releasor, I understand that Mathews Adventure Services LLC does not require me to participate in this Activity, but I choose to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including training and/or assistance provided by Mathews Adventure Services LLC, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with this Activity, and I release Mathews Adventure Services LLC and all of its affiliates, owners, employees, volunteers, agents, assigns, and contractors (collectively "Releasees"), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Activity, including any injury or harm to me, my death, or damage to property (collectively "Liabilities"), and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities.

As the undersigned Releasor, I voluntarily assume all risk of personal injury or death sustained during this Activity. I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require. I affirm that I am personally responsible for all costs associated with medical treatment, vehicular damage, equipment damage, or property damage that I may incur. I also agree not to participate in any activities unless I am medically able.

I agree that this Release shall be governed for all purposes by Michigan law, without regard to such law on choice of law. I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

 (Releasor's Signature)
 (Releasor's Printed Name)
(Date)

In addition to being legally bound by the above agreement, I am also responsible for complying with the FAA FAR's, USPA BSR's and for complying with the USPA's tandem and all manufacturer's requirements and recommendations, and with USPA's Value Statement

## **USPA's Values Statement**

"USPA is committed to promoting an atmosphere that allows our sport to be safe, inclusive and fun. We advocate for the dignity and
well-being of all individuals and respect diverse traditions, heritages and experiences. We value inclusivity and reject discrimination
based on race, ethnicity, gender, sexual orientation, religious belief or any other attribute not related to performance or merit. USPA
affirms its vision of a safe and healthy skydiving environment free of violence and any form of discrimination, including sexual or
racial harassment."
(Initial)

Lastly, I hereby grant to Mathews Adventure Services LLC and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs and or video images of me, or in which I may be included, for editorial, trade, advertising and any other purposed and in any manner and medium, to alter the same without restriction; and to copyright the same. This includes any and all uses.

	(Initial)	۱
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Your Signature			Your age	Today's date (mm/dd/yyyy)	
Your first Name	Middle Initial	Your Last name			
Street or PO Box mailing address					
City			State	Zip code	
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Country	Email address				
Your USPA membership number Yo		Your USPA license num	Your USPA license number		
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Gender Date of	of birth: mm/dd/yyyy				
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