



***SKYDIVE***

***SOUTH***

***SASKATCHEWAN***

The agreement below, the plain English waiver, and the legal waiver, which you will examine, are legal contracts. Read them carefully. Your signature indicates that you agree to the terms listed.

### Agreement not to sue including negligence

These are the unavoidable facts of skydiving life:

1. Your instructors, pilots, parachute packers and ground crew are human beings and capable of making mistakes.
2. Your equipment has been designed by human beings and, therefore, is not perfect. It can malfunction.
3. Your training cannot be 100% because there is no physical way to simulate the aircraft exit and free fall sensation while remaining on the ground. To simulate it, you must do it.

Jumping out of an aircraft is one of the most dangerous things that you can do. We will tell you this repeatedly so that you cannot say we told you it was safe. It is not. We do **NOT** guarantee that our staff will function without error. We do **NOT** guarantee that you will land in the right field. We do not guarantee that any of our back up devices will function properly and we **CERTAINLY DO NOT** guarantee that you won't get hurt. You may get **HURT EVEN IF YOU DO EVERYTHING CORRECTLY AND ALL THE EQUIPMENT WORKS CORRECTLY**. The human body is not designed for downward impact, which you may receive upon landing, and it may break.

Typical parachute injuries consist of broken legs, broken ankles, broken wrist/fingers, back injuries, injuries of all sorts (including death) from hitting obstacles [power lines, trees, hard surfaces, roadways or water] and death from hitting the ground too hard, including airplane crashes. By doing as we train you to do, we are not guaranteeing that your jump will be injury-free. By training with us we are only working to minimize the possibility of injury.

Skydiving is dangerous, your equipment is not perfect, and the staff may make a mistake. **YOU** may commit errors, and cannot be totally trained. For these reasons we will agree to train you and let you jump here only if you agree not to sue us if you get hurt for any reason at all, including negligence. The staff and members of this club skydive for fun, and we would like to share this experience with you, but we are not willing to risk everything we have worked for over the years because you did something, which you knew to be dangerous, and got hurt. If you do not agree not to sue, do not take this training and do not pay for any training. If you jump with us, you will be knowingly giving up the right to sue.

### Negligence

Webster defines negligence as "failing to exercise due care". As it pertains to you, this would mean poor equipment, a bad training, misrepresentation as to the safety of skydiving, physical or judgmental errors by our staff, or other unforeseeable situations.

If our equipment is bad, if the training is inadequate, if we misrepresented the safety of our sport or you think the staff is not capable or working with you, **DO NOT JUMP**. The time for this decision is before you jump.

We can make mistakes, you can make mistakes, or luck can just run against you, any or all of, which might cause you to get hurt or killed. By signing this agreement not to sue, including negligence, you are admitting that you have been informed of the potential for negligence, have been made aware of how it can affect you, and specifically waived the right not to sue even if in event of negligence.

**PLEASE PRINT THIS QUOTE "I have read the explanation above."**

---

---

\_\_\_\_\_

Date

\_\_\_\_\_

witness signature

\_\_\_\_\_

**YOUR SIGNATURE**

## Plain English Waiver

The agreement below is a legal contract. Please read each sentence carefully and make certain that you fully understand what the line says and what you were signing. If you do not fully understand, or do not fully agree to the terms, do not initial the sentence. **Your signature and/or initials indicate that you agree to the terms listed**

\_\_\_\_\_ I know how to read, write and understand the English language.

\_\_\_\_\_ I have come to Skydive South Saskatchewan of my own free will. I am inducing the members and staff of Skydive South Sask. to allow me to attend their training session and to make parachute jumps by paying money and by signing the legally binding waivers. I understand that if I do not pay for my training /jump or sign these waivers, I agree not to train for the jumping and I will not be allowed to train or jump with Skydive South Saskatchewan.

\_\_\_\_\_ I understand that parachuting is a calculated risk activity. It can result in bodily injury especially if not done properly and even if everything is done properly. It is my responsibility to make my jumps as I am trained to do, to do as I'm told, and to ask questions should I have them.

\_\_\_\_\_ In trade for first jump training and jumping, I agree to accept all risks associated with the training and jumping. Training risks include injury received while jumping off training platforms, practicing canopy malfunctions, getting hit by the aircraft, hitting aircraft or vehicles of the staff, getting hit by landing parachutes, and other conditions both foreseeable and unforeseeable

\_\_\_\_\_ I understand that I am to jump from the aircraft and descend under a parachute in roughly vertical position. I understand that my parachute and or equipment may malfunction and that injury or death may result due to such failure. I understand that wind changes, late or early exits from the aircraft, parachute damage or malfunction, or my own control of the parachute may put me in hazardous areas. I understand that hazards on the ground and my landing position may cause injury or the even death even if I do everything as trained. Nonetheless, I am accepting this risk.

\_\_\_\_\_ Skydive South Saskatchewan carries no insurance of any kind. I agree that if I am hurt or killed that none of my survivors can look to Skydive South Saskatchewan for insurance payments of any sort. Furthermore, Skydive South Saskatchewan does not employ a doctor for medical advice and we will not and cannot advise you as to whether a past or present, treatment or illness can be acceptable for jumping.

\_\_\_\_\_ If I complete the training and actually jump I am implicitly indicating that the training was to my satisfaction. By completing training and undergoing a parachute jump, I release any claim present and further, regarding being given adequate notice of my training and any negligence of instructors to train me and jump master me in parachuting.

\_\_\_\_\_ I will not file, nor cause to be filed, nor participate in any lawsuit against **Skydive South Saskatchewan**, or any of its members or staff for injury sustained as a result of parachute jumping or training because I have had been told in advance that skydiving is dangerous and I can get hurt or killed doing it. **I AGREE NOT TO SUE EVEN IN THE EVENT OF NEGLIGENCE.**

\_\_\_\_\_ I do not have to parachute with Skydive South Saskatchewan if I do not agree to these terms. I can go elsewhere to jump. I have not been forced in any way to agree to or to sign this document, and I am doing so because I am willing to accept all risk associated with parachute jumping in order to jump with Skydive South Saskatchewan

\_\_\_\_\_ I understand that if I begin training and do not complete the course due to personal decision or circumstances or due to instructor's insistence (I agree that the instructor has final say on my readiness to jump). That I will be refunded the fees, which are paid preceding the final evaluation. When the final evaluation is started and completed and then decide not to jump, I will receive no refund.

\_\_\_\_\_ Date

\_\_\_\_\_ Print name

\_\_\_\_\_ Signature

\_\_\_\_\_ Instructor or Staff Signature

## FINAL EVALUATION

Read each of the statements **carefully**. Initial each of the statements **ONLY** if you are fully sure that, you are completely familiar with the procedure or action described. If you have any doubt or questions ask your instructor for clarification or review.

- \_\_\_\_\_ I know what happens when the cutaway handle is pulled all the way out.
- \_\_\_\_\_ I know where the reserve parachute handle is on my harness.
- \_\_\_\_\_ I know what happens when the reserve handle is pulled all the way out.
- \_\_\_\_\_ I know how to pull my emergency handles, and in what sequence.
- \_\_\_\_\_ I know how the parachute is deployed into the air, and I am thus familiar with the pilot chute, the pin and the deployment bag and their opening sequence.
- \_\_\_\_\_ I know how to leave the aircraft in an emergency without instruction.
- \_\_\_\_\_ I know how to get out of the aircraft and onto the strut.
- \_\_\_\_\_ I know how to **arch** and count when the **go** command is given.
- \_\_\_\_\_ I know what a good canopy looks like and feels like when it opens.
- \_\_\_\_\_ I know where the steering toggles are located and what happens when I release them and then pull either of them.
- \_\_\_\_\_ I know two ways to determine the wind direction while I am in the air.
- \_\_\_\_\_ I know when I should face into the wind if the radio is not working or hear no instruction.
- \_\_\_\_\_ I know what toggle action I should take when I am close to the ground and I know how to tell if I am close enough to the ground.
- \_\_\_\_\_ I know that the radio instruction or the directional arrow on the ground will indicate steering direction for me I know how to respond to these commands.
- \_\_\_\_\_ I know the proper position of my feet for a parachute landing.
- \_\_\_\_\_ I know how deflate my parachute and pick it up after I land.
- \_\_\_\_\_ I know how to cutaway my parachute and release my reserve if my main parachute dose not appear to be function properly.
- \_\_\_\_\_ I am aware that if I reach the **count of "5"** and receive no opening shock or support that I must pull my emergency handles completely out and in the proper order
- \_\_\_\_\_ I am aware of what "line twists" are and how to deal with them.
- \_\_\_\_\_ I am aware what to do if two canopies are deployed at opening shock.
- \_\_\_\_\_ I know how to observe my landing area for obstacles or hazards.
- \_\_\_\_\_ I know what action should be taken when approaching an obstacle or hazard.
- \_\_\_\_\_ I know what action I should take if I see that I am going to unavoidably land in **trees, water, on a building or in power lines**.
- \_\_\_\_\_ I am confident that I understand all my training, procedures and risks to do a skydive.
- \_\_\_\_\_ I understand that after I sign my name below there will be no refund of any kind. With this training I am entitled to one jump only until the end of this skydiving season. After this season is over I am not entitled to this free jump.

\_\_\_\_\_ Date.

\_\_\_\_\_ Print name

\_\_\_\_\_ Signature

\_\_\_\_\_ Instructor or Staff Signature