

OPERATION  
FREEFALL®

The Two-Mile-High Stand Against Sexual Assault®



## Tandem Jumper Registration, Agreement and Release

Please complete this form and submit with pledges to:

SOAR®, 2100 M Street NW, Ste. 238, Washington, DC 20037-1233

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (including area code): \_\_\_\_\_

Email: \_\_\_\_\_

\*Height: \_\_\_\_\_ \*Weight: \_\_\_\_\_

*\*Information needed for the drop zones to assist in scheduling the tandem skydives.*

Local Host (if any): \_\_\_\_\_

Paratrooper Team Name (if any): \_\_\_\_\_

Drop Zone: \_\_\_\_\_

(If you don't know your drop zone, we will send you the information for the one closest to you.)

Select size for your official Operation Freefall t-shirt:

\_\_\_\_ Small \_\_\_\_ Medium \_\_\_\_ Large \_\_\_\_ X-Large

**321-278-5246**

2100 M Street NW, Ste. 170-238 • Washington, DC 20037-1233

**info@soar99.org • www.soar99.org**

By signing below, I, \_\_\_\_\_ (also referred to as the “Skydiver”) hereby acknowledge and agree to the following:

- The operator of the site and facilities where my skydive will occur (“drop zone operator”) is responsible for facilitating the skydiving portion of my participation in Operation Freefall. The drop zone operator will provide instruction and equipment, and will provide me with a videotape of my skydive.
- I agree to raise a minimum of \$950 in pledges to participate. The \$950 minimum in pledges is due and payable with submission of this registration and is non-refundable.

The jump is scheduled for April 26, 2014. In the event of inclement weather the jump date will be May 10, 2014. If the rain date is cancelled due to inclement weather you will receive a rain check. The rain check is valid for six months at the drop zone you were registered and is non-transferable.

SOAR is not responsible for lost, misdirected, late, or non-delivered registration forms and/or pledges. It is the responsibility of the Skydiver to ensure the timely and accurate delivery of the registration forms and pledges to SOAR’s office. We encourage you to use a mail delivery service that provides tracking numbers and/or guarantees delivery.

I have read and fully understand and agree to all terms and conditions of this Agreement including the Standard Terms and Conditions attached hereto and which form a part of this document. I acknowledge that skydiving is an ultra-hazardous, dangerous activity and that I am voluntarily participating in this activity with knowledge of the dangers involved. I hereby accept any and all risks of injury or death.

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

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

Date: \_\_\_\_\_

## Standard Terms and Conditions

PLEASE READ CAREFULLY. Skydiving is an ultra-hazardous, dangerous activity that can result in serious injury or death to the Skydiver. Each Skydiver is responsible for his or her own safety and agrees to the following additional terms and conditions.

ASSUMPTION OF RISK. I am aware of, and understand the scope, nature, and extent of the risks involved in the activities covered by this Agreement, and I understand that not all dangers can be foreseen. I understand the risks in executing any skydive include, without limitation, equipment or aircraft malfunction; defective or negligent design or manufacture of equipment and aircraft; improper or negligent parachute packing or assembly; improper or negligent operation or use of the equipment and aircraft; carelessness or negligence of skydivers/parachutists, instructors, pilots, or ground crew; improper or negligent instruction or supervision. Skydiver voluntarily, freely, and expressly (1) agrees that Speaking Out About Rape, Inc.® (“SOAR®”), the local host individual and/or organization (the “Local Host”), and any national sponsors do not owe any duty of care with regard to the skydive or related activities; (2) chooses to assume all such risks associated with the activities covered by this Agreement, understanding that those risks may result in injuries or harm to the Skydiver, including, without limitation, bodily and personal injury, damage to property, disfigurement, or death; and (3) chooses to incur such risks and accepts responsibility therefore.

RELEASE. Skydiver, for himself or herself and his or her heirs, executors, personal representatives, administrators, successors and assigns (individually and collectively, “Skydiver Affiliates”), does hereby

irrevocably and unconditionally release, acquit, remise, exonerate, and forever discharge each of SOAR, the Local Host, and any and all Sponsors, their past, present and future parents, subsidiaries, divisions, affiliates, predecessors, successors, trustees and assigns, and the past, present and future officers, directors, stockholders, members, partners, agents, attorneys, representatives and employees of SOAR, the Local Host, and any and all Sponsors, the other foregoing entities (or any of them), and their heirs, executors, personal representatives, administrators, successors, and assigns (individually and collectively, the "Releasees"), of and from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, claims, demands, grievances, allegations, covenants, contracts, controversies, promises, agreements, damages, costs and expenses, attorneys' fees, obligations, liabilities and judgments, of whatever kind or nature, known or unknown, disclosed or undisclosed, suspected or unsuspected, in law or in equity or otherwise, that the Skydiver Affiliates (or any of them) ever had, now have, or can, shall or may have, against the Releasees (or any of them), in any way arising from or relating to Operation Freefall, the skydive or related activities, whether prior to or upon the date of execution of this release or at any time thereafter. This release is not an admission of liability of any kind.

AGREEMENT NOT TO SUE. Skydiver and Skydiver Affiliates agree not to make or file any lawsuits, complaints, actions or other proceedings against the Releasees or to join in any such lawsuits, complaints, or other proceedings against the Releasees concerning any matter that arises from or is related to the Jump or related activities or this Agreement, including injury, death or damage resulting from the negligence or other acts, howsoever caused, by Releasees. Skydiver and Skydiver Affiliates further agree and covenant that they will not assist or encourage any person or entity in making or filing any lawsuits, complaints, or other proceedings against the Releasees.

MISCELLANEOUS. If any provision of this Agreement is found to be invalid or unenforceable in any circumstance, such invalidity or unenforceability shall not affect the other provisions of this Agreement. Any court that finds any provision of this Agreement to be invalid or unenforceable is hereby authorized to reduce or modify the scope of such provision to the extent necessary to make such provision valid and enforceable. If the court fails to do so, the parties agree to negotiate in good faith to agree to an amendment to such provision sufficient to make it valid and enforceable. This Agreement supersedes any previous or contemporaneous oral or written communications, representations, understandings, or agreements between the parties regarding the subject matter hereof. This Agreement may not be modified or amended except by a writing signed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. It is further understood and agreed that no failure or delay by a party hereto in exercising any right, power, or privilege there under shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any right, power or privilege hereunder.

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

*"Operation Freefall," "The Two-Mile High Stand Against Sexual Assault," "Speaking Out About Rape," "SOAR," the Operation Freefall logo embodying the parachutist graphic and the SOAR Speaking Out About Rape logo embodying the wavy line graphic are trademarks or servicemarks which have been Registered with the U.S. Patent and Trademark Office and may not be used without the express written consent of, and an express written license issued by Speaking Out About Rape, Inc. All Rights Reserved.*