



**Fallschirmsportzentrum Südpfalz e.V.  
76889 Schweighofen**

Document Version	2018/01
Skydive Season	2021

**AFF**

**Voluntary Jumper Release Of Rights / Waiver of Liability**

Personal Data		Emergency Contact	
Last Name		Last Name	
First Name		First Name	
Street		Street	
City & Zip-Code		City & Zip-Code	
Day of birth		Phone / Mobile	
Phone / Mobile		email	
email		Relationship?	
Student number		Start of training	

**WARNING! YOU ARE A VOLUNTEER JUMPER. AVIATION, SKYDIVING AND ALL RELATED ACTIVITIES ARE DANGEROUS AND CAN CAUSE MAJOR OR PERMANENT INJURIES, PAIN, SUFFERING OR DEATH!**

**Read each section carefully and mark your agreement and consent with your initials.**

- AVIATION, SKYDIVING AND ALL RELATED ACTIVITIES ARE DANGEROUS
- I AM RESPONSIBLE FOR MY OWN SAFETY AT ALL TIMES
- NO ONE ELSE IS EVER RESPONSIBLE OR LIABLE FOR MY SAFETY
- I voluntarily assume all risks of major permanent injuries, pain, suffering and death in return for the opportunity to participate in skydiving, aviation and all related optional activities.
- I have no physical / mental illness, disorder or injury that would affect my participation.
- Circle any health problem areas: heart, lung, orthopedic or joint, blood pressure, pregnancy, diabetes, sinus, fainting, drug use, recent blood donation, hearing loss, alcohol use, mental or nervous disorder, recent scuba diving, other \_\_\_\_\_

Initial is agreed with ALL ABOVE \_\_\_\_\_

All of my skydiving equipment has been manufactured under a type certificate or technical standard order (TSO), has not been subject to non-manufacturer approved modifications and that the reserve parachute has been repacked within 365 days of the date that this contract is being signed by me.

Initial is agreed with ALL ABOVE \_\_\_\_\_

I understand that the use of an head protection ("helmet") is mandatory. I understand that the use of an Automated Activation Device (AAD) is recommended while skydiving and I understand the inherent dangers and ramifications NOT using an AAD while skydiving. I also understand the inherent dangers and ramifications of using an AAD while skydiving and the potential complications it may cause.

Initial is agreed with ALL ABOVE \_\_\_\_\_



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**These defined parties are covered by this binding contract agreement**

These agreed upon definitions will herein be used for the sake of simplicity and clarity:

As the signor of this contract agreement, I am not only signing for myself as an individual, hereafter singularly referred to and encompassing the terms "I, me, myself, the customer, student, observer, passenger or product end user", but also collectively and inclusively on behalf of, and as the only legal representative of my "person, property, heirs, beneficiaries, estate, dependents, family, relatives, spouse or significant other.

Initial is agreed with ALL ABOVE \_\_\_\_\_

I hereby agree that the people, persons, personnel, entities and parties listed below are intentionally and specifically covered by this contract agreement, and shall now be referred to and individually and collectively as the "released entities": Fallschirmsportzentrum Südpfalz e.V., FSC Südpfalz e.V., Skydiving School Schweighofen, Dropzone Schweighofen, Skylifting, Schweighofen airport, DFV, USPA, skydiving equipment manufacturers and transportation providers; including all of their officers, directors, agents, riggers, jump masters, camera and radio operators, instructors, drivers, packers, mechanics, employees, shareholders, investors, family members, suppliers, independent contractors, pilots, land owners and adjacent land owners.

Initial is agreed with ALL ABOVE \_\_\_\_\_

Ground and air transportation, training, parachute packing and rigging, aviation, skydiving observing and all other related optional activities shall now be referred as "covered activities".

Initial is agreed with ALL ABOVE \_\_\_\_\_

**I will assume any and all of the risks within the covered activities**

I freely and voluntarily choose to participate in/or be associated with these covered activities. I will be using a single or dual harness parachute system owned by the released entities or by myself. I understand that my voluntarily participation and/or association in the covered activities will expose me to the unavoidable and unpredictable risk of major or permanent injury, pain, suffering and/or death.

Initial is agreed with ALL ABOVE \_\_\_\_\_

I understand that the success of my participation is dependent upon the exact, proper, specific condition, quality, control, timing, performance, function, use and maintenance of the equipment, aircraft, airspace, landing areas; along with the abilities, judgment and experience of the released entities. I understand that each of these individual entities and components cannot be depended upon to function properly or perfectly, and that each of them is subject to, but not limited to, the following possible conditions: active or passive simple negligence, gross negligence or error; physical or mechanical malfunction with possible defects in design, manufacture, assembly, packing, rigging, improper or careless use, wind, weather conditions, acts of nature; whether any of these above conditions, acts or risks are foreseen or unforeseen, contemplated or not contemplated, obvious or hidden, or through omission or commission.

Initial is agreed with ALL ABOVE \_\_\_\_\_

In consideration of the released entities allowing myself the option of participating in the covered activities, I freely and voluntarily choose to assume all of the risks and all current and future responsibility, liability and "duty of care" for myself while being involved, around or within close proximity to all of the covered activities, including interference from the public, aviators and/or attempts at rescue or first aid.

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**I exempt and absolve the released entities from responsibility, liability and claims**

I exempt, absolve and hold harmless the released entities from any and all current or future responsibility, liability, duty of care and/or claims arising out of any injury, death or loss while being involved, around or within close proximity to all of these covered activities, even if such loss, damage, injury or death is the result of gross negligence and/or human error of any or all of the released entities, or from any other cause.

Initial is agreed with ALL ABOVE \_\_\_\_\_

**I promise not to seek any compensation, nor to sue the released entities**

I agree never to ask for, to sue or to receive any compensation from the released entities. I promise never to initiate, or to be a party to any lawsuit, claim, demand, arbitration, prosecution or action of law for damages, relief or compensation which I may have by reason of injury, death, damage, loss, "negligent infliction of emotional distress", sexual contact or harassment, arising from my association, in all of these covered activities, or for any reason. I hereby indemnify, save, hold harmless and will immediately reimburse the released entities, for and from any and all losses, claims, actions, lawsuits, demands, judgments or arbitration, which may be started or presented by myself as a direct or indirect result of my participation and / or association in the covered activities or for any reason.

Initial is agreed with ALL ABOVE \_\_\_\_\_

**No warranty of merchantability or fitness for a particular purpose**

The released entities are or may be selling, renting, lending, packing, repairing or letting others or myself use equipment (including aircraft). All such equipment is provided or made available only in an "AS IS" condition. The released entities have not made, and do not make, any representation, guarantee or warranty of merchantability or fitness for the particular purpose or otherwise, regarding any such equipment.

All warranties, representations and guarantees of any nature are hereby expressly disclaimed. No employee, agent or representative of the released entities has any express or implied authority to make any warranty, representation or guarantee of any nature on behalf of the released entities or to exclude or limit the operation or effect of this disclaimer. This binding contract may only be amended in writing and signed by the released entities.

Initial is agreed with ALL ABOVE \_\_\_\_\_

**I understand that there is no insurance coverage for me**

I understand and accept that the released entities do not provide any insurance; neither medical, disability, completed operations, product liability, nor life insurance; for any accident, injury, loss or death, which may arise from my participation or association in any covered activities. I hereby give up any and all claims, rights or benefits from any adjacent, accessory, component, or individual insurance policy pertaining to any of the released entities. If I want or need insurance of any kind, I will furnish my own. I affirm that considering my lifestyle, and the manner in which I am supporting myself; I have made adequate future provisions for my spouse and/or children if any, and any other heirs, dependents and family; so that in the event of my injury, incapacity, disability or death they will suffer no financial, emotional or recoverable loss.

Initial is agreed with ALL ABOVE \_\_\_\_\_



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**This release or responsibility and liability binding contract may be used in court**

I agree that if I start any lawsuit, or action against any of the released entities, that this document may be used in court. If a court should decide that any part of this contract is illegal, or unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions. This binding contract shall remain in full force and effect now and every time I participate or associate either directly or indirectly in all of the covered activities; and shall be legally binding upon everyone mentioned in this contract. I agree to pay all of the attorney fees, and legal costs of the released entities including "judgments against the released entities". This contract shall be construed, enforced and covered in and with the laws of the country of Germany. I agree that any legal action or proceeding relating to this contract or arising out of any of the covered activities shall be held only in courts within the country of Germany.

Initial is agreed with ALL ABOVE \_\_\_\_\_

**Student equipment adjustments, and close personal proximity**

I understand that by volunteering to make an AFF jump, I will be suited with a harness and other parachute equipment. For reasons of safety, the harness will need to be tightly and snugly adjusted together. This will bring my body in close proximity to the instructor. During the course of instruction, gear-up and skydive, I understand that I may be touched, pushed, pulled or adjusted in places that I consider to be private, personal or offensive. I hereby acknowledge, and accept this procedure and treatment; and release the Released Entities from any claim of inappropriate physical or sexual contact, abuse or harassment.

Initial is agreed with ALL ABOVE \_\_\_\_\_

**Everyone that will assist me is an independent entity or contractor**

I agree that each of the released entities involved in each covered activity is an independent entity or contractor. Each released entity is not responsible or liable for any acts, actions, negligence, errors, commissions or omissions of any other released entity or independent contractor. I agree to hold each of the released person, entity or independent contractor harmless for the actions of others. For the case of accounting, I request that FSC Südpfalz e.V. collect and distribute all of the fees and charges that I owe to the other released entities or independent contractors.

Initial is agreed with ALL ABOVE \_\_\_\_\_

**My responsibility and affirmed pledge**

I have not used, and will not use any alcohol or drugs for 12 hours prior to participating in any of the covered activities. I agree to return all equipment in the same condition that it was issued, and to pay for any lost, stolen or damaged equipment. Any photos or video taken by myself or purchased from the released entities shall be held only for my personal, "non-commercial, non-profit" use. I certify that I am over 18 years old.

**I will not skydive unless I have been completely trained and have no further questions or concerns.**

I have carefully read this contract, and understand its contents. I am signing this contract agreement of my own free will, without duress. It has been explained to me and I understand that by signing this legal contract, I am giving up important legal rights, it is my intent to do so.

Initial is agreed with ALL ABOVE \_\_\_\_\_



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**Video / Photography release**

I hereby grant to video and/or photograph me before and after my AFF skydive and to fly in my immediate proximity during my AFF Skydive while in freefall and/or under canopy and to video and/or photograph me during said AFF Skydive. I hereby release videographer, photographer and his/her legal representatives and assigns from all claims and liability relating to potential complications, situations and emergencies that may result from being filmed during my AFF skydive.

Initial is agreed with ALL ABOVE \_\_\_\_\_

If I agree to have videos and/or photographs posted on the internet, I hereby grant to Videographer, Photographer and his/her legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs and/or videos of me, or in which I may be included, for editorial, trade advertising and any other purpose and in any manner or medium; to alter the same video without restriction; and to copyright the same. I hereby release Videographer, Photographer and his/her legal representatives and assigns from all claims and liability relating to said photos and/or videos.

Initial is agreed with ALL ABOVE \_\_\_\_\_

**VERY IMPORTANT**

- 1. Approach the airplane only when escorted.**
- 2. Ask permission before making movements within the aircraft.**
- 3. Grabbing the instructor's hands / arms at any time may result in serious injuries or fatality.**
- 4. Follow instructor's commands at all times.**

I agree to the terms of this binding contract agreement. I have no questions. And I am ready to begin the training for my AFF skydive.

Schweighofen, date:

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My signature

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Witness