

# ALL AIRBORNE BATTALION, INC. AGREEMENT AND RELEASE

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## PERSONAL INFORMATION FOR PARTICIPATING ALL AIRBORNE BATTALION MEMBER:

NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

CITY : \_\_\_\_\_ STATE : \_\_\_\_\_ ZIP : \_\_\_\_\_

TELEPHONE : (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

DOB : \_\_\_\_\_ AGE : \_\_\_\_\_

DRIVERS LICENSE NUMBER: \_\_\_\_\_

ISSUING STATE: \_\_\_\_\_

## IN CASE OF EMERGENCY CONTACT:

NAME: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

ADDRESS : \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

**IMPORTANT - READ BEFORE YOU SIGN. YOU ARE WAIVING YOUR LEGAL RIGHTS. BY SIGNING YOU ARE UNDER NO DURESS AND ARE FREELY SIGNING THIS DOCUMENT KNOWINGLY, VOLUNTARILY AND EXPRESSING CONSENT TO THE RISKS THAT EXIST DUE TO THE INHERENT NATURE OF THE ACTIVITY, THAT YOU COULD BE INJURED AND OR KILLED AND YOU ARE HOLDING HARMLESS, DISCHARGING, INDEMNIFYING AND RELEASING ALL LIABILITY FOR PARTICIPATING IN ALL AIRBORNE BATTALION EVENTS.**

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## Assumption of Risk and Release of Claims

I understand and acknowledge that parachute jumping and its related activities, including, but not limited to, jump training and aircraft flight (hereinafter collectively referred to as the "Parachute Activities"), involve inherent dangers that include, but are not limited to, abrasions, fractures, disfigurement, contusions, loss of limbs, paralysis, and death, and that no amount of care, caution, instruction, maintenance or expertise can eliminate or prevent such inherent dangers. In consideration for the opportunity to participate in the Parachute Activities, I expressly, under no duress, knowingly, voluntarily and freely assume all risk, chance and hazard and release all liability related or in any way connected to the Parachute Activities to include injury and or death, regardless of location and whether or not anticipated or expected.

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

I, for myself, and on behalf of personal representatives, heirs, executors, administrators, successors, and assigns, hereby agree to RELEASE, DISCHARGE, HOLD HARMLESS, DEFEND, and INDEMNIFY the Released Parties, as defined below, from and against any and all claims, actions and suits, whether in law or in equity, demands, damages, attorney fees, costs, and other financial expenditures that may be brought against or incurred by them, or anyone on their behalf, which relates to or is in any way connected to my participation in the Parachute Activities or otherwise related to this Agreement and Release in any way, whether or not anticipated or expected and whether or not caused by the negligence of any of the Released Parties:

1. Plane owners, Chief Pilot and all other owners, lessees, pilots, copilots, crew members, mechanics, shareholders and other individuals associated with the operation or supply of any aircraft utilized in the Parachute Activities; and/or
2. The All Airborne Battalion, Inc., the All Airborne Battalion Board of Directors, Members, Staff, Associates and their heirs of the All Airborne Battalion, Inc. All Airborne Battalion Inc. located at 107 Tyler Court, Fort Worth, TX 76108 USA; and/or
3. All Airborne Battalion, Inc. Affiliates, Sponsors, Donors, Associates, Business Partners, their shareholder, other individuals associated with their operation and the heirs; and/or
4. All event location Property Owners, Managers, Employees, Lessees for world wide parachute activities and All Airborne Battalion Operations. All Elected Officials, Mayors and Government Officials of events taking place in the United States of America, or abroad in foreign countries, to include all officers, directors, agents, representatives, servants, employees of the location, as well as owners and lessees of land upon which the parachute or other activities are conducted.

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## Insurance

The All Airborne Battalion, Inc. maintains a 3rd party liability insurance to cover the location of an event. It covers dues paying members, members of the "Friends of the All Airborne Battalion," and or listed volunteers, event attendees or additional insured as needed. A copy of the 3rd Party Liability Certificate of Insurance will be provided if requested.

The All Airborne Battalion, Inc. does not purchase personal injury or personal liability insurance for any team member that participates in parachute activities. I am fully responsible for ensuring that I am properly insured for the parachute activities in which I am involved. I am fully responsible for making sure that my personal injury insurance, personal liability insurance and personal life insurance policy covers parachute activities that I am a participant in. In consideration for the opportunity to participate in the parachute activities, I expressly, under no duress, knowingly, voluntarily and freely assume all risk, chance and hazard and release all liability related or in any way connected to the parachute and other activities, to include injury and or death. I understand that my obligation may require me to purchase additional insurance and that I am responsible for the cost and expense of such insurance. I have read and understand the information involving Insurance Coverage:

INITIAL \_\_\_\_\_

## Medical Statement

I understand and acknowledge that the Parachute Activities are strenuous, athletic activities, requiring me to be in good physical condition. I understand that the All Airborne Battalion, Inc. has mandated an annual physician's examination utilizing the attached Medical Examination Form Attachment "A" signed by the physician. You must print and have the physician document with his or her signature on Attachment "A" to verify current fitness for parachute activities. I understand that I am fully responsible for setting up medical appointments for examination, medical physical and check ups and fully responsible for any cost incurred. It is my responsibility to have an up to date Medical Examination Form annually. Further, I understand and agree that I will not consume alcoholic beverages and/or legal drugs that will impair my motor skills and or decision making process within eight hours of any parachute activity and I therefore agree to refrain from such consumption. I am responsible for ensuring that I am physically and mentally capable to conduct parachute and other activities in support of the All Airborne Battalion Inc., and I am overall responsible for disclosing any conditions that would prevent me from safely executing parachute or other activities.

I have read and understand the information involving the above Medical Statement:

INITIAL: \_\_\_\_\_

## Medical Triage Card

I understand that the All Airborne Battalion, Inc. has mandated a Medical Triage Card be on my person at all times during any event that I am participating Attachment "B". The Medical Triage Card must also include a photo copy of both the front and back of my issued identification license and or passport plus a photo copy of the front and back of your health insurance card. Print two copies of the Triage Card and complete information, one copy in chest uniform pocket at all times, one copy with personal belongings with a team member that knows its location.

I have read and understand the information involving Medical Triage Card: INITIAL: \_\_\_\_\_

## **Photography and Videography Release**

While at an All Airborne Battalion, Inc. event I may be photographed, filmed, videotaped, and digitally imaged by photographers. These images may be used for graphic portraits, pictures, films, videos, social media by the All Airborne Battalion, Inc. and any of its agents; I permit the All Airborne Battalion, Inc. to copyright and/or publish or use my image in any photographic portrait or picture, video, or digital image, whether in whole or in part, composite, distorted in character or form, in conjunction with my own or fictitious name, or in reproductions thereof in color or otherwise, made through any media by the All Airborne Battalion or any photographer employed by the All Airborne Battalion, Inc. for art, advertising, trade, promotion and all other lawful purposes; I waive any right to inspect and/or approve the finished product or the use to which it may be applied; I permit All Airborne Battalion, Inc. to deliver copies of my image to those persons, firms, corporations or other entities as the All Airborne Battalion, Inc. may determine in its discretion. I waive any compensation, payment, or other consideration for the use of my image or likeness.

I have read and understand the information involving Photography and Videography Release: **INITIAL:** \_\_\_\_\_

## **Statistics of Fatalities and Injuries**

With modern equipment and training methods, fatalities occur in less than 1 per 100,000 cases, and serious injuries requiring hospitalization in less than 2 per 10,000 cases. Information provided by the United States Parachute Association indicates there's been a total of 486 deaths from skydiving from 2000 to 2021. On average, this comes to 22 deaths per year. The actual figure per year is lessening, with statistics for 2021 indicating that 10 deaths related to skydiving occurred. Likewise, I understand that I may be a passenger or occupant in a vintage aircraft as part of my parachute activities and that perfect functioning of the plane cannot be guaranteed as it is subject to mechanical malfunction and operator error at any time. I understand that I may be injured or suffer a fatality while engaging in parachute activities, or while a passenger or occupant in a vintage aircraft, or while engaging in any other team activity. In consideration for the opportunity to participate in such activities, I expressly, under no duress, knowingly, voluntarily and freely assume all risk, chance and hazard and release all liability related or in any way connected to the All Airborne Battalion Inc. to include injury and or death. I have read and understand the information involving Statistics of Fatalities and Injuries: **INITIAL:** \_\_\_\_\_

## **Contractual Agreement**

I understand and agree that the terms and conditions of this Agreement and Release shall be in full force and effect upon its execution and shall continue in full force and effect at all times during which I participate, either directly or indirectly, in All Airborne Battalion Inc. activities, and shall be binding upon my personal representatives, heirs, executors, administrators, successors, and assigns, unless and until specifically terminated in writing by both parties. I understand and acknowledge that this Agreement and Release is a binding, legal contract pursuant to which I have waived any and all claims against the Released Parties resulting from my participation in parachute or other activities. I assume all risks associated with these activities and

I have read and understand the information involving Contractual Agreement: **INITIAL:** \_\_\_\_\_

## Affirmation of Understanding and Capacity

BY MY SIGNATURE BELOW, I AFFIRM THAT I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ITS CONTENTS AND ITS IMPACT ON MY LEGAL RIGHTS, THAT I HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT AND RELEASE, AND BY SIGNING I AM UNDER NO DURESS AND AM FREELY SIGNING THIS DOCUMENT KNOWINGLY, VOLUNTARILY AND EXPRESSING CONSENT TO THE RISKS THAT EXIST DUE TO THE INHERENT NATURE OF THE ACTIVITIES THAT ALL AIRBORNE BATTALION INC. PARTICIPATES IN. I ACKNOWLEDGE THAT I COULD BE INJURED AND OR KILLED AND I AM HOLDING HARMLESS, DISCHARGING, INDEMNIFYING AND RELEASING ALL LIABILITY FOR PARTICIPATING IN ALL AIRBORNE BATTALION INC. EVENTS.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

WITNESSED BY: \_\_\_\_\_

### All Airborne Battalion, Inc Medical Examination Form

NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

CITY : \_\_\_\_\_ STATE : \_\_\_\_\_ ZIP : \_\_\_\_\_

TELEPHONE : (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

DOB : \_\_\_\_\_ AGE : \_\_\_\_\_

**1. NOT SUFFERING FROM ANY DISEASE WHICH COULD CAUSE SUDDEN IMPAIRMENT OR INABILITY TO MAKE A PARACHUTE JUMP.**

\*\*\*FOR FEMALE JUMPERS - IF PREGNANT YOU WILL NEED TO GO OFF JUMP STATUS.

**2. PROPER FUNCTIONING OF ARMS AND LEGS WITH SPECIAL ATTENTION TO KNEES AND ANKLE JOINTS**

**3. GOOD ALIGNMENT AND FUNCTION OF MUSCO-SKELETAL SYSTEM.**

**4. NORMAL FUNCTIONING OF HEART, LUNGS, AND NERVOUS SYSTEM**

**5. GOOD VISUAL SIGHT WITH OR WITHOUT CORRECTION.** IF CORRECTION IS NEEDED, GLASSES OR CONTACT LENSES, MUST BE WORN DURING THE PARACHUTE JUMP. GLASSES MUST BE KEPT IN PLACE WITH A SECURE BAND.

**6. THE JUMPER MUST BE ABLE TO HEAR A CONVERSATION WHILE FACING IN THE:** OPPOSITE DIRECTION, 6 ft FROM THE DOCTOR. THE EUSTACHIAN TUBE MUST BE OPEN. EAR OR SINUS PROBLEMS MAY LEAD TO LOSS OF EQUILIBRIUM and UNFITNESS TO JUMP.

**7. TEETH MUST BE IN PROPER CONDITION.** PROTHESIS WHICH CAN CAUSE DANGER DURING JUMPING SHOULD BE REMOVED PRIOR TO THE PARACHUTE JUMP.

UNDERSIGNED: **PHYSICIAN**

NAME : \_\_\_\_\_ M.D.

ADDRESS : \_\_\_\_\_

CITY : \_\_\_\_\_ STATE : \_\_\_\_\_ ZIP : \_\_\_\_\_

TELEPHONE : (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

**PHYSICIAN DECLARES THAT ABOVE MENTIONED HAS UNDERWENT A MEDICAL EXAM SIMILAR TO A SPORTS PHYSICAL AND IS MEDICALLY **FIT / UNFIT** FOR PARACHUTING.**

DATE OF EXAMINATION: \_\_\_\_\_

SIGNATURE OF PHYSICIAN: \_\_\_\_\_

THIS DECLARATION IS VALID UNTIL 12 MONTHS AFTER THE DATE OF EXAMINATION AND IS TO BE KEPT ON FILE WITH **All Airborne Battalion, INC.** PLEASE SEND IN A COPY OF THIS FORM WITH MEMBERSHIP APPLICATION AND YEARLY DUES. KEEP YOUR ORIGINAL FOR YOUR RECORDS.

All Airborne Battalion, Inc  
**Medical Triage Card**

Medical Triage Card - print two copies of the Triage Card and complete information, one copy in chest uniform pocket at all times and one copy with personal belongings/spouse.

**Full Name:**

**SSN/DODID/ID#:**

**Blood Type:**

**Age:**

**Date of Birth:**

Glasses/Contacts?: Y/N

Dental Apparatus: Y/N      Type: \_\_\_\_\_

Previous Surgeries/Known Medical Issues:

**Medical Coverage Information:**

Provider:

Plan:

Member ID:

Group #:

Member Full Name:

Providers Phone #:

**Emergency Contact**

Relationship:

Name:

Cell #:

Email:

Address:

**Alternative Emergency Contact:**

Relationship:

Name:

Cell #:

Email:

**Attach a photo copy of your ID Card, Passport if traveling internationally and insurance card on reverse of this card.**