

Participant Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement - City of Lawrence, Kansas

In consideration for my participation in skydiving and related activities at Lawrence Municipal Airport, I, the undersigned, in my own behalf and in behalf of my family, parents, heirs at law, assigns, personal representatives, and my estate, hereby acknowledge and agree:

1. **Inherent Risks:** I acknowledge that skydiving and related activities (**the "Activities"**), provided by skydive operators, and their agents, owners, officers, volunteers, sponsors, parent or subsidiary corporations, participants, employees, subcontractors, sales agents, and all other persons or entities acting in any capacity in their behalf (**the "Operators"**) at Lawrence Municipal Airport (**the "Airport"**), entail known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to third parties, or to property. I understand and acknowledge that the enjoyment and excitement of such Activities are derived in part from inherent risks created by the Activities beyond the accepted safety of life at home or in my normal day-to-day activities and that those inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in these Activities. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in the Activities.** I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activities. I also understand and acknowledge that failing to use or properly use **safety equipment** increases my risk of injury or of not surviving an accident or incident while participating in the Activities.

The **inherent risks associated with the Activities** include, among other things, the following: aircraft failure, equipment failure, unforeseeable weather conditions, uneven or hazardous terrain (both in the landing zone and other potential landing areas), and interference from other aircraft, participants, and/or vehicles. Operators may misjudge whether the terrain, equipment, and/or aircraft is safe for the Activities or when or where a weather event may occur. I acknowledge, that I may become separated from the Operators or others participating in the Activities. Communication during the Activities is always difficult and in the event of an injury or accident, rescue and medical treatment may not be immediately available or available at all.

I acknowledge that, in the locations used by Operators for the Activities, I may experience **dangerous and/or extreme environmental and/or weather conditions**. Exposure to these conditions may be uncomfortable, harmful, and/or deadly and I am aware that exposure to these conditions could diminish my or the other participants ability to react or respond or act in a reasonable manner. Common injuries (sometimes life threatening) resulting from the Activities include, but are not limited to the following: strains, sprains, fractures, and/or wounds and trauma to the head or body.

I acknowledge that my time participating in the Activities may require me to use **technical equipment** (*i.e.* – parachutes, harnesses, *etc.*) that I might not be familiar with and that I or other participants may find difficult to use and which I or other participants may use incorrectly. This improper use or operation may include, but is not limited to the failure to observe and obey all safety rules or instructions given to me by the Operators. I acknowledge that, despite reasonable care and maintenance, essential equipment may fail, malfunction, or cause injury or death to myself or others, or damage to property.

I acknowledge that I am participating in Activities provided by Operators over which **The City of Lawrence, Kansas, its commissioners, officials, officers, employees, and agents ("The City"), have no control and that the ownership of the Airport by The City is merely incidental to the Activities. I acknowledge that Operators may make errors in judgment or that I may be injured (fatally in some cases) during Activities for which The City bears no liability.** Furthermore, Operators have a difficult job to perform. **Operators** should seek safety during the Activities, but **are not infallible**. Operators may be ignorant of a participant's or my own fitness or abilities. Operators may misjudge the weather, the elements, or the terrain. Operators may give inadequate warnings or instructions, and/or I, as the participant, may fail to understand the safety directions. The equipment being used for the Activities may malfunction. Further, I may encounter the negligence or misbehavior of other visitors or participants who may be present, participants giving or following inappropriate advice, mine or others' failure to follow the rules of Operators and/or my own negligence or inexperience, some or all of which may diminish my or the other participants' ability to react or respond or act in a reasonable manner. I also acknowledge that I have the responsibility to inspect any and all aircraft, terrain, facilities, and equipment to be used and to immediately advise Operators of anything which I consider to be unsafe or to refuse to participate in the Activities. I specifically acknowledge that decisions made by Operators and participants are often made in dangerous settings and are often made based on imprecise, momentary, and subjective perceptions so that decisions are subject to errors in judgment that cannot and should not be associated with fault at a later point in time, whether or not the passage of time reveals the wrong decision was made.

2. **Express Assumption of Risk:** I expressly agree and promise to **accept and assume all risks existing during the Activities**. My participation in the Activities are purely voluntary, and I elect to participate despite those risks. I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will.

3. **Release and Waiver of Rights:** I hereby release and hold harmless The City, its commissioners, officials, officers, employees, and agents, **from any and all present and future, claims, demands, causes of action, actions, suits, liabilities, costs, and judgments, including attorneys' fees**, for any property damage, personal injury, or wrongful death arising out of or connected with my participation in the Activities. **I also hereby waive the right to pursue any and all such claims demands, causes of action, actions, or suits** that may be made by me, my family, parents, heirs at law, assigns, personal representatives, and my estate.

4. **Indemnity:** Should The City, or anyone acting in their behalf, be required to incur attorneys' fees and costs to enforce this agreement or defend against lawsuits or claims brought by me, I agree to indemnify, hold them harmless, and shall be responsible (in other words, I agree to pay for...) **for all such fees and costs.**

5. **Personal Skill and Insurance:** I certify that I have sufficient skill and fitness to participate in the Activities. I further certify that I have no medical, mental, or physical conditions that would or could interfere with my safety or ability to participate in the Activities and am willing to assume and to bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage, or emergency transportation costs I may cause or suffer while participating in the Activities, or else agree to bear the costs of such injury, damage, or emergency transportation costs myself. I understand and acknowledge that the Activities, in general, in some contexts, may be considered a 'high risk' activity and that my life insurance coverage may be affected. I understand it is my responsibility to give appropriate notice to my personal insurance companies regarding my participation in the Activities.

6. **Medical Waiver:** I further agree that, in the event that The City or Operators deems it necessary to administer emergency first aid or CPR or to remove me from the Activities or Airport premises or to seek emergency medical care for me, by signing this document, I am giving The City permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider that may become involved in my care, treatment, or removal from the Airport premises. By signing this document I am waiving any right to object to or to bring any type of action or claim against The City for its administration of emergency first aid or CPR, for securing emergency transport or medical care, and/or for the disclosure of personal medical information it may have about me to any health-related person who becomes involved in my care or removal from the Activities and/or the Airport premises.

7. **Release as Contract and Personal Capacity:** I expressly agree, understand, and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I expressly acknowledge that I am the age of majority (18 years old or older) and not under the influence of drugs or alcohol or any substance at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with The City.

8. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.:** In the event that I file a lawsuit against The City, I hereby irrevocably waive my right, the right of my estate, of any heir at law, any assign, or personal representative, to bring any such action in any location or venue other than the District Court of Douglas County, Kansas, or, in the event federal jurisdiction exists, the United States District Court for the District of Kansas. I also agree that the substantive laws of the state of Kansas shall apply in any such action, without regard to conflict of law rules. By signing this document, I further agree to submit to the jurisdiction of the courts in Kansas. I agree that if any portion of this Release is found to be void or unenforceable, the remaining portions shall remain in full force and effect; this Release is intended to be interpreted as broadly as possible. A copy of this Release may be used as if it was the original. I understand that this Release constitutes the entire agreement between myself and The City and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, *etc.*) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of the express terms of this Release.

By signing this Release, I acknowledge that if anyone is hurt or killed or property is damaged during my participation in the Activities, I may be found by a court of law to have waived my right to maintain a lawsuit against The City on the basis of any claim, demand, etc. from which I have released The City herein.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (ALL TWO PAGES).
I HAVE READ AND UNDERSTOOD IT, TO THE BEST OF MY KNOWLEDGE IT IS TRUE AND ACCURATE, AND
I AGREE TO BE BOUND BY ITS TERMS.**

Participant Signature: _____ Printed Name: _____
Address: _____ E-mail _____
City: _____ State: _____ Age: _____
Country: _____ Postal Code: _____ Phone #: _____ Date: _____

Please return completed forms to: Lawrence Public Works | P.O. Box 708 | Lawrence, KS 66044-0708 | 785-832-3123
Or email to csoules@lawrenceks.org