

## **VOLUNTARY SKYDIVING RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

I, \_\_\_\_\_ understand that my participation in any recreational skydiving activities sponsored by Greystone Programs (“Greystone”) is voluntary and will take place only during off-duty time if I am an employee. I further understand that my participation in any skydiving activities is not expected of me, is not part of my job duties, and is not required by Greystone. As such, I understand that there will be no consequences for my employment whether or not I participate in any skydiving activities sponsored by Greystone.

In consideration for being permitted to attend this recreational event sponsored by Greystone and to engage in Skydiving Activities (as defined in paragraph 5 below) I hereby agree as follows:

1. ***Binding Agreement.*** I understand that this document is a binding contract between myself and Greystone, and I certify that I am of legal age and under no legal disability which would prevent me from entering into a binding contract.
2. ***Understanding of Danger of Skydiving Activities.*** I am aware that Skydiving Activities are inherently dangerous and may result in ***INJURY*** or ***DEATH*** and I agree that the unforeseen may happen and no one can delineate all risks or possibilities of error. Therefore, I specifically include in this Release of Liability and Assumption of Risk (the “Release”) any injury resulting from any occurrence, whether foreseen or unforeseen, and whether contemplated or not contemplated, which is in any way connected with my Skydiving Activities sponsored by Greystone.
3. ***Workers’ Compensation.*** I understand that Greystone and/or its workers’ compensation insurance carrier will not be liable for the payment of workers’ compensation benefits for any injury or damage which arises out of my voluntary participation in any such off-duty recreational skydiving activities. I further understand that it is Greystone’s position that any injury from my involvement in any such off-duty recreational skydiving activities would not be compensable under the workers’ compensation system.
4. ***Parties Included.*** I understand that this Release includes Greystone and all of its officers, board members, employees, agents, associated entities, members, volunteers, and anyone working with or for Greystone (collectively, the “Releasees”).
5. ***Risks Contemplated.*** This Release is made in contemplation of all Skydiving Activities which, for purposes of this agreement, shall include but not be limited to all occurrences contemplated or not contemplated, foreseen and unforeseen, related to: skydiving instruction; parachute jumping; tandem or experimental test parachute jumping; flying and related activities; the exit from the aircraft; skydiving; freefall; time under the canopy; landing and any rescue operations or attempts (whether on or off the designated landing area); ground transportation provided to me by any entity in any way associated with the skydiving event; my presence on or near the facility and grounds of the skydiving operator; and any other activity whatsoever in any way, shape, form, or manner connected with the skydiving event (collectively, the “Skydiving Activities”).
6. ***Parties Bound By This Agreement.*** It is my understanding and intention that this Release be binding not only on me, but on anyone or any entity, including my estate and my

heirs, that may be able to sue because of my injury or death. It is further my understanding and agreement that this Release is intended to and does in fact release all Releasees from any and all claims or obligations whatsoever, foreseen and unforeseen, contemplated or not contemplated, arising in any way from my participation in Skydiving Activities, even if caused by the negligence or other fault of Greystone or any other Releasee or the skydiving operator engaged by Greystone.

7. **Release of Liability.** I hereby release and discharge Greystone and all other Releasees from any and all liability, claims, demands, or causes of action that I may hereafter have for **INJURY, DEATH** or **DAMAGES** arising out of my participation in Skydiving Activities even if caused by negligence or other fault of Greystone or any other Releasee or the skydiving operator engaged by Greystone.

8. **Covenant Not To Sue.** I further agree that I will not sue or make any claim against Greystone or any other Releasee for damages or other losses sustained as a result of my participation in Skydiving Activities even if caused by the negligence or other fault of Greystone or any other Releasee or the skydiving operator engaged by Greystone.

9. **Indemnification, Hold Harmless, Attorneys' Fees.** I also agree to indemnify and hold harmless Greystone from all claims, judgments, and costs, including but not limited to actual attorney's fees, incurred in connection with any action brought as a result of my participation in Skydiving Activities including actions brought by me or on behalf of me or my estate, and further acknowledge that in the event of any lawsuit, this Release can and will be used against me by Greystone or any other Releasee. I further agree that I shall be liable to Greystone and/or any Releasee for any attorneys' fees incurred defending against any lawsuit brought in violation of this Release.

10. **Assumption of Risk.** I understand and acknowledge that Skydiving Activities are inherently dangerous and **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SKYDIVING ACTIVITIES WHETHER SUCH RISK IS FORESEEN OR UNFORESEEN, CONTEMPLATED OR NOT CONTEMPLATED, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF GREYSTONE OR ANY OTHER RELEASEE OR THE SKYDIVING OPERATOR ENGAGED BY GREYSTONE**, including but not limited to equipment malfunction from whatever cause, inadequate training, any deficiencies in the landing area, rescue attempts, bad landings or any other cause whatsoever, even if those injuries are caused by the negligence or any other fault of Greystone or any other Releasee.

11. **Willful Misconduct, Recklessness, Gross Negligence.** In the event that the skydiving operator engaged by Greystone or any of its agents (or any of Greystone's agents) engages in any willful or wanton misconduct, recklessness, gross negligence, or any conduct outside the scope of this Release, I agree such conduct shall not be attributable to Greystone or any other Releasee on any theory.

12. **Duration of Release.** It is my understanding and intention that this Release be effective not only for my first jump but for any subsequent jumps or Skydiving Activities sponsored by

Greystone and shall be in full force and effect from the signing of this Release until such time it is cancelled by Greystone.

13. **Duty of Care.** I hereby agree to waive any and all duties of care, whether by omission or commission, or any other duty which may be owed to me by Greystone.

14. **Reimbursement for Equipment Damage.** I hereby agree to reimburse Greystone for loss or damage to any equipment of any kind whatsoever caused by my personal negligence or other wrongdoing.

15. **Severability.** I agree that if any part of this Release is found to be invalid, unenforceable, or against public policy, the remainder of this Release shall remain in full force and effect.

16. **Enforceability.** I specifically waive any unenforceability or public policy argument that I may make or that may be made on behalf of my estate or by anyone who would sue because of my injury or death.

17. **Interpretation of Agreement.** I agree that, notwithstanding any default rules of contract interpretation, any ambiguities in this Release shall not be construed against Greystone by virtue of the fact that Greystone drafted this Release.

18. **Governing Law, Jurisdiction, and Venue.** This Release shall be governed by New York law without regard to conflicts of laws principles. The parties agree that any suit, action, or proceeding based on, arising out of, or relating to this Release or any Skydiving Activities must be brought under New York law and heard in a federal or state court of competent jurisdiction located in Ulster County, New York. Each party hereby irrevocably consents to the exercise of personal jurisdiction over such party by the respective foregoing forum courts, agrees that venue shall be proper in such forum courts, and irrevocably waives and releases any and all defenses based on lack of personal jurisdiction, improper venue, and/or forum nonconveniens.

19. **Knowing and Voluntary Waiver.** I attest that I am agreeing to this Release freely, knowingly, and voluntarily, without duress or coercion, and with a full understanding of its terms. I understand that I have the right to consult with an attorney before signing this Release, and agree that I have been given a reasonable amount of time to consider this Release before signing it. I understand that by signing this document I am giving up important legal rights and it is my intention to do so.

20. **Entire Agreement.** This Release constitutes the entire agreement between the parties with respect to the subject matters hereof. No waivers with respect to, amendments to, or changes in the obligations created by this Release shall be effective unless reduced to writing and signed by the parties.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND I WISH TO BE BOUND BY ITS TERMS AND I UNDERSTAND THAT BY SIGNING THIS, I AM FOREVER GIVING UP IMPORTANT LEGAL RIGHTS.

I UNDERSTAND THAT WHEN I SIGN THIS DOCUMENT, I WILL BE GIVING UP ANY AND ALL RIGHTS WHICH I OR MY HEIRS MAY HAVE TO SUE GREYSTONE OR ANY OTHER RELEASEE IN CONNECTION WITH THE SKYDIVING ACTIVITIES SPONSORED BY GREYSTONE, EVEN IF THE ENTITY I INTEND TO SUE HAS CAUSED MY INJURY OR DEATH BY THEIR NEGLIGENCE.

I HAVE BEEN GIVEN AN OPPORTUNITY TO READ THIS DOCUMENT. I HAVE DONE SO. I UNDERSTAND ITS CONTENTS. I INTEND THAT NOT ONLY I, BUT ALSO MY HEIRS, MY FAMILY AND ANYONE WHO MIGHT ACT ON MY BEHALF IN ANY CAPACITY WHATSOEVER BE BOUND BY ITS TERMS.

**READ BEFORE YOU SIGN.**  
**YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.**

Dated:

Participant's Signature

Participant's Printed Name