

AGREEMENT AND RELEASE OF LIABILITY

In consideration of being permitted to utilize the facilities and equipment, and participate in any training, events and activities (collectively "Activities") including, but not limited to, parachute jumping, ground instruction, flying, competitions, and other related activities associated with G3 Productions, LLC ("G3 Productions"), together with other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound, I

_____, the undersigned, being 18 years of age or older, acknowledge, appreciate and agree that:

1. Parachuting activities, including ground instruction, parachute jumping, flying, and related activities are inherently dangerous, and the risk of injury from Activities associated with G3 Productions is significant, including the potential for permanent bodily injury and death.
2. In exchange for being permitted to participate in Activities with G3 Productions, I **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM NEGLIGENCE OF THE RELEASEES** (defined below) or others, and assume full responsibility for my participation in Activities with G3 Productions.
3. Despite such risks, I willingly agree to participate in Activities through G3 Productions and **VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with such Activities.
4. I certify that I am physically and mentally fit to participate in Activities at G3 Productions and have not been advised by a qualified medical professional not to participate in any Activities such as those offered by G3 Productions. I certify that there are no health-related reasons or problems which preclude my participation in these Activities or events and have disclosed to G3 Productions any underlying medical conditions. I understand that G3 Productions staff are not qualified to offer opinions about medical conditions and how they could be affected by parachuting.
5. I hereby consent to receive medical treatment which may be deemed advisable by G3 Productions in the event of injury, accident, and/or illness during my participation in Activities with G3 Productions. I agree that I will not hold the Releasees responsible for any claims resulting from any medical treatment I receive. I certify that I currently have medical/health insurance to cover any injuries that I may sustain during my participation in Activities with G3 Productions.
6. I understand that G3 Productions and related parties carry no accident insurance or general liability insurance. I agree that I am solely responsible for any expenses, medical or otherwise, that I may incur from participation in Activities associated with G3 Productions.
7. **MEDIA RELEASE:** I hereby agree to allow G3 Productions to record and publish photos and videos (including audio) of myself for the purpose of promoting G3 Productions and for informational or entertainment purposes at no charge. I understand that this could include websites and social media associated with G3 Productions. I also agree that my name may be used in such materials.

8. **PARACHUTING UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IS PROHIBITED BY FEDERAL AVIATION REGULATIONS AND G3 Productions RULES.**
By participating in Activities with G3 Productions, I certify that I am not under the influence of any prohibited substances.
9. **I RELEASE, WAIVE, AND DISCHARGE ANY AND ALL CLAIMS** that I or my heirs, assigns, personal representatives, and next of kin, may have now or in the future against G3 Productions, and its officers, directors, employees, contractors, subcontractors, sponsors, suppliers, national organization or associations, representatives, agents, affiliates, insurers, successors and assigns; other participants, teams, sponsors, and advertisers of the Activities associated with G3 Productions and, if applicable, owners and lessors of the premises and equipment used by G3 Productions (collectively “Releasees”) for any liability, expenses, loss or damage to person or property, injury, death, or disability suffered from or in connection with my presence or participation in Activities associated with G3 Productions due to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES. I HEREBY AGREE NOT TO SUE OR MAKE CLAIMS AGAINST THE RELEASEES AND GIVE UP ALL MY RIGHTS TO DO SO.**
10. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY INDEMNIFY, DEFEND AND HOLD HARMLESS** the Releasees, **WITH RESPECT TO ANY AND ALL LIABILITY, INJURY, DISABILITY, DEATH** or loss or damage to person or property, or expenses or fees (including reasonable attorney’s fees) associated with my presence or participation in Activities with G3 Productions, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE** to the fullest extent permitted by law.
11. This Agreement and any disputes arising out of or related to Participant’s involvement in Activities associated with G3 Productions or this Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles. Jurisdiction and venue for any disputes arising out of or related to Participant’s involvement in Activities associated with G3 Productions or this Agreement shall be exclusively in the Court of Common Pleas of Lancaster County.
12. Any ambiguities in this document shall be construed in favor of the released parties.
13. This Agreement contains the entire agreement between the undersigned and G3 Productions concerning its subject matter. This Agreement supersedes any prior agreements or understandings between Participant and G3 Productions concerning the subject matter of this Agreement and will remain in effect unless and until terminated or replaced by a new written agreement.
14. If any provision of this Release of Liability, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts or portions of this Release shall remain in full force and effect.