

### Pats Body Shop's Jump Out

I \_\_\_\_\_ hereby voluntarily join Pat's Body Shop's Jump Out. By doing so I acknowledge and agree to the following conditions:

1. I am over the age of 18 on or before September 12, 2015.
2. I agree to sign the attached Waiver, Release and Indemnity Agreement.
3. I agree that all pledge moneys will be turned in to Pat's Body Shop and there is a minimum requirement of \$100.00 in pledges to participate.
4. I will pay a nonrefundable deposit of \$50.00 at the time of signing up for the event. This will be returned to you at the point of turning in \$750.00 in pledges.
5. I acknowledge the fact that the cost of the jump out is \$219.00 and I will be responsible to pay this if I do not reach goals set forth.

### Pledge goals and rewards

- \$100            You get to participate and you will receive one ticket in the raffle drawings.
- \$500            You will receive a 50% discount on your jump and 4 additional raffle tickets.
- \$750            You will receive a 100% discount on your jump! And 2 additional raffle tickets!
- \$1,000.00      You will receive a 100% discount on your jump and a free video of your jump, a \$100.00 value! Also you will receive 3 additional raffle tickets.
- Every \$100 raised after \$1,000.00 will get you an additional raffle ticket.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration of Andy Grundman and Pat's Auto Body coordinating the event and arranging transportation to enable me to participate in parachuting and related activities at Pat's Auto Body's Jump Out on September 12, 2015, which activities may include, but are not limited to transportation to and from the jump site, participating in the jump as well as pre-jump and post-jump events, entering restricted areas (including but not limited to areas near aircraft, airplanes, and touch down areas), or being permitted to participate in any way in the parachuting event, I agree as follows:

I fully understand and acknowledge that parachuting activities have: (a) inherent risks, dangers and hazards and such exists in any participation in parachuting activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of Andy Grundman or the owners, employees, officers or agents of Pat's Auto Body, the negligence of the participants, the negligence of others, accidents, rescue attempts, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unenforceable causes and such risks, hazards and dangers are integral to parachuting activities, and by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages caused in whole or in part by the negligence of Andy Grundman, the owners, agents, officers, or employees of Pat's Auto Body. I agree that my participation in parachuting activities is completely voluntary.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Andy Grundman and Pat's Auto Body and its owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in parachuting and related activities and are caused in whole or in part by the negligence of the Andy Grundman or the owners, agents, officers, or employees of Pat's Auto Body. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts by Andy Grundman and the owners, agents, officers or employees of Pat's Auto Body.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Andy Grundman or Pat's Auto Body, its owners, agents, officers or employees, is a party shall be the Circuit Court for Marathon County, Wisconsin. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law, and that if any portion thereof is invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **I HAVE BEEN EXPRESSLY ADVISED BY ANDY GRUNDMAN AND PAT'S AUTO BODY TO OBTAIN INDEPENDENT LEGAL REPRESENTATION BEFORE SIGNING THIS AGREEMENT, AND THAT THE TERMS OF THIS AGREEMENT ARE SUBJECT TO NEGOTIATION.**

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE MAROHL FABRICATING, LLC AND ITS OWNERS, AGENTS, OFFICERS AND EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_