

DZ NAME: _____

In applying for Group Membership, you will be agreeing to the terms of the Group Member Pledge set forth below. Please read them carefully. Failure to comply with the terms may result in suspension or removal from the Group Membership Program by the USPA, forfeiture of fees and cancellation of benefits and services provided by the USPA, or other disciplinary action provided for in the USPA Governance Manual as in effect from time to time.

The individual or entity for whom this Application is completed hereby applies for Group Membership, agrees to follow the terms of the Group Member Pledge set forth below, and intends this Application, once accepted by the USPA, to be an enforceable agreement that includes the Group Member Pledge below and the terms of the USPA's acceptance set forth further below. The individual or entity for whom this Application is completed further agrees that with respect to any dispute, claim or controversy arising under, out of, in connection with or relating to this Agreement, or any course of conduct, course of dealing, statements (oral or written), or actions relating to this Agreement, any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement, any provision hereof or any rights of the undersigned applicant as a Group Member of the USPA shall be instituted only in the United States federal courts located in the City of Richmond, Virginia or in the Virginia state courts located in the City of Fredericksburg, Virginia and (along with the USPA) hereby **knowingly, voluntarily, intentionally and with the advice of counsel waives any rights to a trial by jury with respect to any dispute, claim or controversy** based on this agreement, or relating to, arising out of, under, or in connection with, this agreement, or any course of conduct, course of dealing, statements (oral or written) or actions relating to this agreement. This waiver will apply regardless of how any cause of action is denominated and regardless of what relief is sought. If this waiver is ineffective as to one or more causes of action for any reason, this waiver will remain effective as to all other causes of action.

GROUP MEMBER PLEDGE

The undersigned applicant pledges and agrees to:

- Comply with the USPA Basic Safety Requirements (BSRs), which include compliance with the Federal Aviation Regulations relevant to skydiving operations, including aircraft operations.
- Ensure that all pilots employed or utilized for the purpose of parachute operations hold at least a commercial pilot certificate and a second-class medical certificate.
- Ensure that all aircraft utilized for the purpose of parachute operations comply with commercial maintenance requirements described in U.S. Federal Aviation Regulations Part 91.409(a) through (f) as applicable.
- Ensure skydiving staff of the Group Member (i.e., the undersigned applicant) are appropriately qualified and trained in accordance with the Skydiver's Information Manual and (where applicable) hold current USPA ratings commensurate with their duties.
- Establish landing procedures that will include separation of high-speed and normal landings. These landing procedures must be prominently displayed and communicated to all jumpers at the drop zone.
- Support USPA promotional programs at the drop zone.
- Require temporary or regular individual USPA membership of:
 1. all U.S. skydivers cleared for self-supervision
 2. non-resident foreign nationals who do not have proof of membership in their national aeroclub.
- Include USPA and manufacturers, distributors and dealers of skydive equipment in the Group Member hold-harmless release, consistent with state laws. (Please provide a copy of the waiver with this application.)

The undersigned applicant further understands that granting of Group Membership is purely at the discretion of the USPA. The USPA may make its decision to grant an application based upon information and sources that, at its sole discretion, it finds appropriate. The undersigned applicant further understands that the USPA retains the right to suspend or terminate the undersigned applicant's Group Membership in accordance with procedures set forth in the USPA Governance Manual as in effect from time to time, and the undersigned applicant reserves the right to terminate its Group Membership on thirty (30) days' notice to the USPA. Should the undersigned applicant's Group Membership be terminated by the USPA or by the undersigned applicant, there will be no refund of initial application fees or renewal fees.

I certify that the above is true and correct to the best of my knowledge. On behalf of the undersigned applicant, I intend my transmission of any facsimile or scan of a document containing my signature to be the delivery of a document executed with my signature on behalf of the undersigned applicant.

I certify that all aircraft inspection forms submitted as part of my Group Member application/renewal are current and valid.

ACCEPTANCE BY THE DROP ZONE OWNER

Name of Drop Zone Owner (individual or entity that is legal owner) _____ DZ Name _____ Date _____

Signature of Drop Zone Owner, if an individual, or of authorized agent of Drop Zone Owner, if an entity (i.e., President, Manager, General Partner, etc.), acting on behalf of the above-named Drop Zone Owner

Printed name of the signer above

Title of authorized agent signing on behalf of entity Drop Zone Owner

ACCEPTANCE BY THE USPA

The applicant that has completed and executed the foregoing document is accepted for Group Membership in the USPA and shall be afforded the benefits and privileges afforded to U.S. Group Members set forth in the USPA Group Membership Manual, subject to the other provisions of that Manual, as in effect from time to time (taking into account modifications thereto from time to time), and to the terms of the foregoing Application (including the waiver by the USPA and the applicant of any right to trial by jury).

Witness the signature of the undersigned officer of the United States Parachute Association, Inc., a New York not-for-profit corporation headquartered in Virginia, as of the date set forth below.

USPA, INC.

By: _____

Its: Executive Director Date: _____