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## END USER AGREEMENT

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### **UNINSURED UNITED PARACHUTE TECHNOLOGIES, LLC d/b/a UPT VECTOR PURCHASE, USE, RELEASE AND INDEMNIFICATION AGREEMENT**

In consideration of Uninsured United Parachute Technologies, LLC, d/b/a UPT Vector (hereinafter referred to as "Seller") granting \_\_\_\_\_ (hereinafter referred to as "Buyer") the privilege of purchasing one or more tandem (dual harness, dual container and each individual component thereof) parachute systems manufactured by Seller, serial number(s) \_\_\_\_\_, now owned by Buyer, or hereafter acquired by Buyer, and/or replacement components therefore, now owned or hereafter acquired by Buyer (hereinafter individually and collectively referred to as "the Tandem Parachute System"), and in further consideration of the sum of Five and No 00/XX Dollars (\$5.00) in hand paid by Seller to Buyer, and for other good and valuable consideration exchanged between the Seller and the Buyer, the receipt and sufficiency of which is hereby acknowledged, the Buyer agrees that:

1. Buyer has read and is familiar with the current Federal Aviation Regulations, as amended (hereinafter referred to as the "FARs"), which are applicable to Buyer's operation and use of the Tandem Parachute System, including but not limited to FARs Part 105, as amended. For the purposes of this Agreement, the definitions of "parachutist in command" and "passenger parachutist" shall be those contained in the FARs.
2. Buyer materially represents that Buyer is aware of the inherent dangers involved in using the Tandem Parachute System, including but not limited to the risk of death, physical injury, or property damage, and Buyer further acknowledges that Buyer understands that the Tandem Parachute System may not always function as designed and/or intended and/or be fit for its intended use. By signing this Agreement, Buyer acknowledges that Buyer is aware that there are other Tandem Parachute Systems manufactured by other manufacturers, which are available and which are suitable for Buyer's parachute jumping and tandem parachute jumping requirements. By signing this agreement, and as a condition and in consideration of being permitted to purchase the Tandem Parachute System, and/or replacement components therefore, Buyer expressly assumes all risk of death, and/or physical injury, and/or property damage, which may result to Buyer and/or to others as a result of the use, and/or misuse, of the Tandem Parachute System, and Buyer will indemnify, hold harmless and defend Seller of and from any and all damages which may result to Seller from any use and/or misuse of the Tandem Parachute System.
3. BUYER UNDERSTANDS THAT BECAUSE OF THE UNAVOIDABLE DANGER ASSOCIATED WITH THE USE OF THE TANDEM PARACHUTE SYSTEM, SELLER MAKES NO WARRANTY WHATSOEVER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE. THE

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PARACHUTE IS SOLD WITH ALL FAULTS AND WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE. SELLER DISCLAIMS ANY LIABILITY UNDER THE LAW, IN TORT OR OTHERWISE, FOR DAMAGES, DIRECT OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURIES, WRONGFUL DEATH, PROPERTY DAMAGE AND LOSS OF USE OF EQUIPMENT, RESULTING FROM ANY MALFUNCTION OR FROM ANY DEFECT IN DESIGN, MATERIAL, WORKMANSHIP OR MANUFACTURING, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF THE SELLER, OR ANY MANUFACTURER OF ANY PART, ACCESSORY, COMPONENT, OR APPLIANCE MADE A PART OR APPURTENANT TO THE TANDEM PARACHUTE SYSTEM. BUYER, BY ITS USE OF THE TANDEM PARACHUTE SYSTEM, AND/OR ALLOWING IT TO BE USED BY OTHERS, WAIVES ANY LIABILITY ON THE PART OF THE SELLER FOR PERSONAL INJURIES, WRONGFUL DEATH, LOSS OF CONSORTIUM, PROPERTY DAMAGE AND LOSS OF USE OF EQUIPMENT.

4. THE WARRANTIES SET FORTH IN PARAGRAPH 3 ABOVE AND THE OBLIGATIONS AND LIABILITIES OF SELLER THEREUNDER, ARE EXPRESSLY IN LIEU OF AND BUYER HEREBY WAIVES AND RELEASES ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, DUTIES, OBLIGATIONS, REMEDIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, WITH RESPECT TO SELLER'S PERFORMANCE HEREUNDER, AND BUYER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS (INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES) SUFFERED BY BUYER, DIRECTLY OR INDIRECTLY BECAUSE OF ANY DEFECT IN SELLER'S PERFORMANCE HEREUNDER. NO AGREEMENT OR UNDERSTANDING VARYING, ALTERING OR EXTENDING SELLER'S LIABILITY HEREUNDER SHALL BE BINDING ON SELLER UNLESS IN WRITING AND SIGNED BY SELLER'S AND BUYER'S DULY AUTHORIZED OFFICER OR REPRESENTATIVE.
5. Buyer agrees to and shall release, indemnify, defend and hold Seller harmless from any and all claims, demands, liabilities, losses or damages caused or suffered by Seller, Buyer, and any person, firm, or corporation, arising out of or in connection with the sale by Seller, purchase by Buyer, or use by any person, firm or corporation, of the Tandem Parachute System, irrespective of negligence on the part of Seller, Buyer, or any other person, firm or corporation, or their respective officers, directors, agents, servants, contractors, or employees.
6. Buyer agrees that it shall not use the Tandem Parachute System in violation of any FARs, or other federal, state, municipal, or other governmental regulations, or any United States Parachute Association Basic Safety Requirements (BSRs).
7. Buyer agrees that it shall follow all of Seller's requirements and recommendations as to the maintenance and use of the Tandem Parachute System, which may from time to time be issued by the Seller and communicated, in writing, to Buyer, including, but not limited to, maximum exit weight. (Maximum exit weight includes the weight of all equipment, clothing, the parachutist in command, the passenger parachutist and any other objects, which will be suspended under the open parachute.)

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8. Buyer has received from Seller a "Tandem Parachute Jumper Agreement" (hereinafter referred to as the Waiver"), a copy of which is contained in the current revision of the Tandem Owner's Manual, or which is provided herewith, or which will be provided by Seller upon Buyer's request, or which may be downloaded from Seller's website, at [www.uptvector.com](http://www.uptvector.com). Buyer agrees that each and every person who is allowed to perform a parachute jump using the Tandem Parachute System, whether as parachutist in command or passenger parachutist, will be required to sign the Waiver prior to boarding the aircraft for the purpose of making a parachute jump with the Tandem Parachute System. Buyer agrees to preserve and safeguard the Waiver for a period of five (5) years after the date the Waiver is signed, or five (5) years after the date of the last jump made using the Tandem Parachute System by the person signing the Waiver, whichever is later.
9. Buyer agrees that for each jump made on the Tandem Parachute System, Buyer will utilize for such parachutist in command only a person who has been certified by Seller, or other tandem course provider, as being properly trained on the use of the Tandem Parachute System.
10. Buyer agrees that any jump that utilizes the Tandem Parachute System is considered a "tandem jump," even if the use of the Tandem Parachute System is outside of the tandem passenger parachutist/tandem parachutist in command environment.
11. Buyer agrees not to permit anyone under the age of majority for entering into contractual relationships, both in the state in which the Waiver is signed and also in the state in which the jump is to be made, to utilize the Tandem Parachute System for a parachute jump and/or a tandem parachute jump.
12. Buyer agrees that if Buyer sells the Tandem Parachute System, Buyer will notify Seller of such sale, at the time of the sale. This notification shall include the purchaser's name and address. Buyer shall further ensure that the said purchaser enters into a Tandem Parachute Purchase and Use Agreement with Seller prior to Buyer's delivery of the Tandem Parachute System to the purchaser.
13. Buyer understands that the Tandem Parachute System is a system integrating multiple components, including but not limited to canopies, harness, container, webbing, hardware, thread and fabric, and that any changes or modifications to the Tandem Parachute System may increase the risk of personal injury or death and/or property damage, and Buyer understands and agrees that if the Tandem Parachute System is modified, and Buyer uses the modified Tandem Parachute System, or causes the modified Tandem Parachute System to be used, or if Buyer modifies the Tandem Parachute System, causes the Tandem Parachute System to be modified, or permits the Tandem Parachute System to be modified, in any way, any such modification is not approved by Seller, and Buyer shall indemnify, hold harmless and defend Seller of and from any and all damages, claims, lawsuits, judgments, injuries, attorney's fees, costs, debts, accounts, bills, invoices, controversies, misrepresentations, promises, damages, breaches of warranty, executions, contracts, agreements or demands whatsoever, in law or in equity, that may be asserted against Seller if the Tandem Parachute System is in any way used after modification, whether or not Buyer is aware of such modification or use.

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14. Buyer agrees that if Buyer breaches any of the covenants contained in this Agreement, Buyer shall be liable for damages, and Buyer further agrees to indemnify, hold harmless and defend Seller of and from any and all damages, claims, lawsuits, judgments, injuries, attorney's fees, costs, debts, accounts, bills, invoices, controversies, misrepresentations, promises, damages, breaches of warranty, executions, contracts, agreements or demands whatsoever, in law or in equity, that may be asserted against Seller arising from or otherwise pertaining to, and/or in connection with the sale, use, and/or misuse of the Tandem Parachute System and/or in any way arising from any breach by Buyer of the provisions of this Agreement, or any of them.

15. Buyer agrees to notify Seller of any change of address, or change of email address, within five (5) days of the date that the change of address becomes effective. Buyer's current address is:

\_\_\_\_\_  
\_\_\_\_\_

Buyer's email address is: \_\_\_\_\_

16. In any litigation brought to enforce the provisions of this Agreement, the prevailing party, in addition to any other damages or relief awarded, shall be entitled to recover costs and reasonable attorneys' fees from the other party.

17. The Parties hereto acknowledge and agree that each is foregoing certain rights and assuming certain duties and obligations, which, but for this Agreement, would not have been foregone or assumed. Accordingly, the Parties agree that this Agreement is fully and adequately supported by consideration and is fair and reasonable in all of its terms.

18. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom charged.

19. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida applicable to agreements entered into and wholly to be performed therein. The parties agree to the exclusive jurisdiction of the State courts of Volusia County, Florida for the resolution of any disputes or litigation related to the Tandem Parachute System, or to any other subject matter of this Agreement, or to the interpretation of this Agreement.

20. In addition to other remedies available to Buyer and Seller at law, the Buyer and Seller agree that the Buyer and Seller shall be entitled to injunctive relief to enforce any and all terms of this Agreement, when appropriate.

21. If any provision of this Agreement shall be prohibited by law, or by court decree, or by impossibility of performance, that provision shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement.

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- 22. Buyer agrees to enter into and to execute a subsequent modification, or subsequent modifications, of this Agreement, from time to time, should Seller, in Seller's sole discretion, deem it necessary to do so, because of changes to the FARs, or otherwise.
- 23. This Agreement and the exhibits attached hereto represent the entire understanding and agreement between the parties. All covenants, and representations, and agreements shall survive the execution of this Agreement. This Agreement may not be modified or amended in any respect whatsoever, except by a writing signed by both parties hereto.
- 24. This Agreement, including all terms and conditions, shall be binding upon the parties hereto, and inure to their heirs, successors, subsidiaries and assigns.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Seller: Uninsured United Parachute Technologies, LLC Buyer: \_\_\_\_\_

d/b/a UPT Vector:

By: \_\_\_\_\_

By: \_\_\_\_\_

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