First Name

Information we can release: Phone Number / Address / E-mail / None

Reserve Pack Date

AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK

IN CONSIDERATION of being permitted to utilize the facilities and equipment of ALTITUDE EXPRESS INC., D.B.A. SKYDIVE LONG ISLAND (and its associated entities) to engage in parachute activities, ground instruction, flying and related activities, skydiving, freefall and Tandem jumping, hereinafter collectively referred to as "parachute/ skydiving activities", as defined in paragraph 6 in this contract, I HEREBY AGREE AS FOLLOWS:

- 1. I understand that this document is a binding contract between myself and the entities described herein as SKYDIVE LONG ISLAND, 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. I am aware that "parachuting/ skydiving activities" are inherently dangerous and may result in injury or death and agree that the unforeseen may happen and no one can delineate all risks or possibilities of error. Therefore, I specifically include in this 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 "parachuting/ skydiving activities" and/ or on presence of the premises commonly know as CALVERTON ENTERPRISE PARK, the former GRUMMAN FACILITY, The Town of RIVERHEAD, or any other place or entity connected with SKYDIVE LONG ISLAND:
- 3. PARTIES INCLUDED: I understand that this Agreement, Release of Liability and Assumption of Risk includes but is not limited to, Ray Maynard, SKYDIVE LONG ISLAND, and any of its officers, board members, and shareholders, its or their agents, customers, associated entities, employees, volunteers, pilots, instructors, jumpmasters, the owners of the aircraft (which shall also include but not be limited to airfoils and balloons), SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, the former GRUMMAN FACILITY, The Town of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, and M-GBC, LLC, the owners of any land utilized for "skydiving/ parachuting activities", adjacent property owners, the United States Parachute Association and its members, anyone working with or for SKYDIVE LONG ISLAND, any manufacturer of any piece of equipment or gear which I may use or am using at the time of my INJURY or DEATH and anyone involved in any way, shape, form, or manner in my "skydiving/ parachuting activities", and specifically including but not limited to tandem or experimental test parachute jumping to include tandem parachute jumping, hereinafter collectively referred to in this Agreement, Release of Liability and Assumption of Risk as SKYDIVE LONG ISLAND.
- 4. This entire Contract, Release of Liability and Assumption of Risk is expanded to include all parties mentioned anywhere in the body of the document by name or by category, all vendors or suppliers of materials or equipment for "skydiving/ parachuting activities", including but not limited to the manufacturer of the equipment, its employees, directors, officers and shareholders, and all associated entities, shareholders, partners, employees and all other persons in any way associated with any entity mentioned, either specifically or by implication, in the body of this document.
- 5. RISKS CONTEMPLATED: This Agreement is made in contemplation of all "skydiving/
 parachuting activities", which for purposes of this agreement shall include but not be limited to all
 occurrences contemplated or not contemplated, foreseen and unforeseen, instruction, parachute jumping,
 tandem or experimental test parachute jumping, ground instruction, flying and related activities, the exit
 from the aircraft, skydiving, freefall, time under the canopy, the landing, any rescue operations or
 attempts by SKYDIVE LONG ISLAND, whether on or off the designated landing area, or facilities used
 by SKYDIVE LONG ISLAND, ground transportation provided to me by any entity in any way associated

with SKYDIVE LONG ISLAND, and any activity whatsoever in any way, shape, form, or manner connected with my "skydiving/ parachuting activities" or my presence on or near the facility and grounds of SKYDIVE LONG ISLAND, and/or the airport which is used for my "skydiving/ parachuting activities". These risks shall be referred to for the purposes of this Agreement as "skydiving/ parachuting activities".

- 6. PARTIES BOUND BY THIS AGREEMENT: It is my understanding and intention that this Agreement, Release of Liability, and Assumption of Risk be binding not only on myself, but on anyone or any entity, including my estate and my heirs, that may be able to or do 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 SKYDIVE LONG ISLAND as defined in paragraph 3 from any and all claims or obligations whatsoever, foreseen and unforeseen, contemplated or not contemplated, arising in any way from my participation in "skydiving/ parachuting activities", even if caused by the negligence or other fault of SKYDIVE LONG ISLAND.
- 7. RELEASE OF LIABILITY: I hereby release and discharge SKYDIVE LONG ISLAND from any and all liability, claims, demands or causes of action that I may hereafter have for injuries or damages arising out of my participation in "skydiving/ parachuting activities" even if caused by negligence or other fault of SKYDIVE LONG ISLAND.
- 8. COVENANT NOT TO SUE: I further agree that I WILL NOT SUE OR MAKE CLAIM AGAINST SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, or The Town of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY and M-GBC, LLC for damages or other losses sustained as a result of my participation in "skydiving/ parachuting activities" even if caused by negligence or other fault of SKYDIVE LONG ISLAND.
- 9. INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY and HOLD SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, The Town of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, M-GBC, LLC HARMLESS from all claims, judgments and costs, including but not limited to actual attorney's fees, and to reimburse them for any expenses whatsoever incurred in connection with any action brought as a result of my participation in "skydiving/parachuting activities", including but not limited to actions brought by myself or on behalf of my myself or my estate and further acknowledge that in the event of any lawsuit, this Release can and will be used against me by SKYDIVE LONG ISLAND.
- 10. ASSUMPTION OF RISK: I understand and acknowledge that "skydiving/ parachuting activities" are inherently dangerous and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN "SKYDIVING/PARACHUTING ACTIVITIES" WHETHER SUCH RISK IS FORESEEN OR UNFORESEEN, CONTEMPLATED OR NOT CONTEMPLATED, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF SKYDIVE LONG ISLAND 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, including but not limited to those set forth in paragraph 5, even if those injuries are caused by the negligence or any other fault of SKYDIVE LONG ISLAND.
- 11. LIMITATION OF WARRANTY: SKYDIVE LONG ISLAND hereby warrants that the equipment provided by SKYDIVE LONG ISLAND has been previously used for "skydiving/ parachuting

activities". This warranty is the only warranty made and is made in lieu of any other warranties, expressed or implied, including but not limited to warranty of merchantability or fitness for a particular purpose.

I have read the above paragraph, acknowledge that I understand it and accept the limitation of warranty.

- 12. In the event any agent of SKYDIVE LONG ISLAND is guilty of willful and wanton, or any conduct outside the scope of this contract, I agree that that agent's action shall be beyond the scope of his/her employment and not attributable to anyone on any agency theory, or any other theory.
- 13. If I am making a student jump, I understand that I will be wearing a harness which will need to be adjusted by the jumpmester. If my jump is a tandem jump, I understand that the tandem master will attach my harness to his and that this will put my body in close proximity to that of the tandem master. I specifically agree to this physical contact between the tandem master and myself.
- 14. DURATION OF RELEASE: It is my understanding and intention that this Release and Agreement be effective not only for my first jump but for any subsequent jumps or "skydiving/parachuting activities" and shall be in full force and effect from the signing of this Agreement until such time it is cancelled by SKYDIVE LONG ISLAND.
- 15. I hereby agree to waive any and all duty of care, whether by omission or commission, or any other duty which may be owed to me by SKYDIVE LONG ISLAND.
- 16. ENFORCEABILITY: I agree that if any portions of this Agreement, Release of Liability and Assumption of Risk are found to be unenforceable or against public policy, that only that portion shall fall, but I specifically waive any unenforceability or any public policy argument that I may make or that may be made on behalf of my estate or by anyone who would sure because of my injury or death.
- 17. I am, by reading this paragraph, being made aware that the general rule is that this type of document is to be narrowly construed and ambiguities are to be decided against the person or entity preparing the document. By initialing this paragraph, I expressly waive that rule and specifically agree that this document be broadly construed in favor of SKYDIVE LONG ISLAND and against me and that all ambiguities be resolved in favor of SKYDIVE LONG ISLAND.
- 18. It is further agreed between the parties that no matter where venue lies, any lawsuits shall be filed in State Court of Suffolk County, New York. It is further agreed that in the event any lawsuit is filed other than in State Court of Suffolk County, New York or such other locations as SKYDIVE LONG ISLAND shall specify, on motion and at the option of SKYDIVE LONG ISLAND.
- 19. I hereby agree to reimburse SKYDIVE LONG ISLAND for loss or damage to any equipment of any kind whatsoever caused by my personal negligence or other wrongdoing.
- 20. I hereby authorize SKYDIVE LONG ISLAND or its assignee to take any photographs and videos as they may deem appropriate of myself or my party and to use those photographs and videos in such a manner as they may deem appropriate, including but not limited to uploading them on Facebook,

You-Tube, or any other social networking website. I specifically waive any interest, proprietary or otherwise, I may have in such photographs.

- 21. I further acknowledge that I have been shown a video featuring an attorney who in general terms has explained the terms and conditions of this Release. I further acknowledge that I have been told that I do not have to go forward at this time and that any monies that I have tendered prior to this date, will be refunded in the event I chose not to continue.
- 22. I GIVE UP LEGAL RIGHTS: I understand that by signing this document I am giving up important legal rights and it is my intention to do so.
- 23. Even though I may have failed to initial some or all of the paragraphs of this document, I still intend to be bound by all paragraphs. I further understand that this document can only be smended in writing, with the amendment signed by the attorney for the drop zone and myself.
- 24. UNDERSTANDING OF AGREEMENT: 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 HAVE FOREVER GIVEN 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 ANYONE IN ANYWAY, SHAPE OF FORM, ASSOCIATED WITH MY SKYDIVE, 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 CONTENT. 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 THE	DAY OF J	M Q (MONTH), 20 1 0
	Kir pallano	SIGNATURE
Rosana	Okellana	PRINT YOUR NAME
***************************************		WITNESS SIGNATURE
WHITE WAS TRANSPORTED BY THE PARTY OF THE PA		PRINT WITNESS NAME

EXHIBIT B CONTAINS DISK OR OTHER ELECTRONIC MEDIA CONTAINING

ORELLANA JUMP VIDEO

KENGLE JUMP VIDEO

RANDOM JUMP VIDEOS FROM SDLI'S FACEBOOK AND YOUTUBE PAGES

SAFETY VIDEO FROM RAYMOND MAYNARD AND BILL BOOTH (DEEMED CONFIDENTIAL PER STIP)

TERMINATION RECORDING (ALSO ATTACHED TO ZARDA DEC)

PHOTOGRAPHS FROM ORELLANA/KEMGLE JUMP (ALSO ATTACHED TO SANCHEZ DEC.)

THESE EXHIBITS ARE BEING SENT IN VIA FEDEX IN ADVANCE OF THE COURTESY COPIES

Total Number of Jumps

Information we can release: Phone Number / Address / E-mail / None

Reserve Pack Date

Date of Last Jump & Location

UNITED STATES DISTRICT COURT

for the

Eastern District of New York							
ALTITUDE EXPRESS) Defendant)	Civil Action No. 10-4334 (If the action is pending in another district, state where:						
SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION							
To: LAUREN CALLANAN, PO BOX 353, YAPHANK NY 11980 **Testimony: YOU ARE COMMANDED to appear at the deposition to be taken in this civil action. If you are an organization one or more officers, directors, or managing agents, or designate or about the following matters, or those set forth in an attachment:	on that is <i>not</i> a party in this case, you must designate						
Place: BEE REPORTING, 800 Veterans Memorial Highway,	Date and Time:						
Hauppauge, NY 11788	12/13/2011 1:00 pm						
The deposition will be recorded by this method: stenographer Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material: ANY AND ALL CORRESPONDENCE (INCLUDING BUT NOT LIMITED TO EMAIL, LETTER, FAX, CABLE, FEDEX) FROM ALTITUDE EXPRESS OR RAY MAYNARD COMMUNICATING TO EMPLOYEES OF ALTITUDE EXPRESS CONCERNING DONALD ZARDA CONCERNING HIS LAWSUIT, AS WELL AS ANY COMMUNICATIONS WITH ROSANNA ORELLANA OR DAVID KENGLE AND ANY DOCUMENTATION OF "COMPLAINTS FROM PAYING CUSTOMERS" REFERENCED IN THE ATTACHED LETTER.							
The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.							
Date:11/19/2011 CLERK OF COURT	OR J						
Signature of Clerk or Deputy Clerk	Attorney's signature						
The name, address, e-mail, and telephone number of the attorney representing (name of party)							





Write a comment...

Skydive Long Island, Calverton, NY HIRING ALL POSITIONS @ busy NY DZ for 2012

Skydive Long Island in Calverton is hiring for all positions for the 2012 season.

Tandem masters, videographers, manifesters, video editors, a senior

rigger, packers, and ground crew.

Skydive Long Island offers top pay and a great working environment.

All applicants must be legal to work in the U.S.

Anyone interested, please send a resume to Ray at ray@skydivelongisland.com.

Like - Comment - Share - 2 December at 11:06 - 🖓

Lance McLance I have 13 jumps can I be a tandem instructor

2 December at 14:27 - Like - 🖒 2

Write a comment...

Log In to Contact Seller

ray@skydivelongisland.com.

Address: Calverton, New York, 11933, United States

Price: Skydive Long Island in Calverton is hiring for all positions for the 2012 season. Tandem masters, videographers, manifesters, video editors, a senior rigger, packers, and ground crew. Skydive Long Island offers top pay and a great working environment. All applicants must be legal to work in the U.S. Anyone interested, please send a resume to Ray at

For Sale: HIRING ALL POSITIONS @ busy NY DZ for 2012

ID: 117196 | Expires on: 2012-02-17

Report a Scam



🖈 🚓 🔝 🔝 Ü Updated - 7/11/2011	io 2 photos	蓉	10	heck-in	Here
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To celebrate my 28th birthday, my family and I decided to fall out of a plane. After having two amazing experiences here at Skydive Long Island back in 2009, there was no debate about where we would jump!

So why am I updating this review with one less star? I'll explain, but first let me be totally clear, the skydive instructors are AMAZING. They are top notch, friendly, fun, and professional. There have been, however, a few areas of decline in the past two years.

- 1. Videos/Pictures now cost \$125 instead of \$110. Meanwhile, the site says \$120. Make up your minds!!
- 2. When I got my video the first time I jumped, I had to wait for them to mail it to me because they took the time to edit it and make it awesome with slo-mo, graphics, good music, etc. Now they have it ready for you in 10-15 minutes packed with stock footage of planes taking off. They also no longer get the best angles of you jumping.
- 3. As for the pictures, they literally take a frame by frame shot of your entire jump. Cool right? Wrong. Try sorting through the 100+ pics they throw onto a disc and hand off! When I did it back in the day, I was given about 30 pictures, each unique, each awesome.
 - 4. The INTERMINABLE wait. Seriously, don't overbook!!! If I call you at 9am to find out if we should be there right at our RESERVED 2pm time, or before, and you tell me THEN to be there at 2 but there will be a 2 hour wait after that, there is something wrong. Especially when that two hour wait becomes 4 hours. Our reservation time was 2pm, our jump wasn't until after 5pm. It was 6pm before we left, thus taking away an extra 3 hours we had hoped to use driving and exploring around the tip of Long Island.
- 5. The ladies in the office. I know you're busy, but please don't get frustrated with me when after 2 hours I'm checking in to see how much longer my wait is. And when you tell me 30 minutes, and another hour goes by, don't be surprised when I'm back asking you again.

Aside from those little annoyances, I still had a great time here! This time I jumped with Adam, who was fantastic, and even let me control the parachute after it opened!!! THAT was a blast!!!!!

I probably won't be back here though. Three times is enough for the same locaiton, and there are tons of other jump sites across the nation. I just hope they improve the quality of their offerings!!

Listed in: Get O	ff Your Ass!		
Vas this review?	Useful 4 (5)	Funny 🌼	Cool + (1)

11 reviews for Skydive Long Island

Search Reviews

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kevin w.'s Review

2 2

kevin w. New York, NY 10/26/2010

Costumer Service Does Not Exist Here!!!! Whatever you do DO NOT go to this place. They charged me \$120 for the video, after I waited for 45 minutes... after everyone who jumped after me got there videos and after I came to them 3 times and told them I was still waiting I was finally given the wrong video. How could they not check it after all that time. I got it home called them and told them it was wrong. They said it would be out the next day. Two days later I call to check after no word from them. They still haven't mailed it. They have no idea what I look like and need a description to pick me out. Then after that they say it will be out Tuesday afternoon. It's been over a week and I still don't have the video I spent \$120 for. When I called back to find out where it was they said it wasn't malled til friday. So it took 6 days to get my video ready to mail? 6 days?!?! Then the receptionist was incredibly rude. They made no concessions of their fault and basically told me that I should really just be happy that I'm getting the video. I repeat DO NOT waste your money on these people. I have 15 friends that are all trying to get me to organize another trip and I will be going to New Paltz or Montaulk where I hope to be treated with a lii more professionalism. Skydive long island sucks. Stay away.

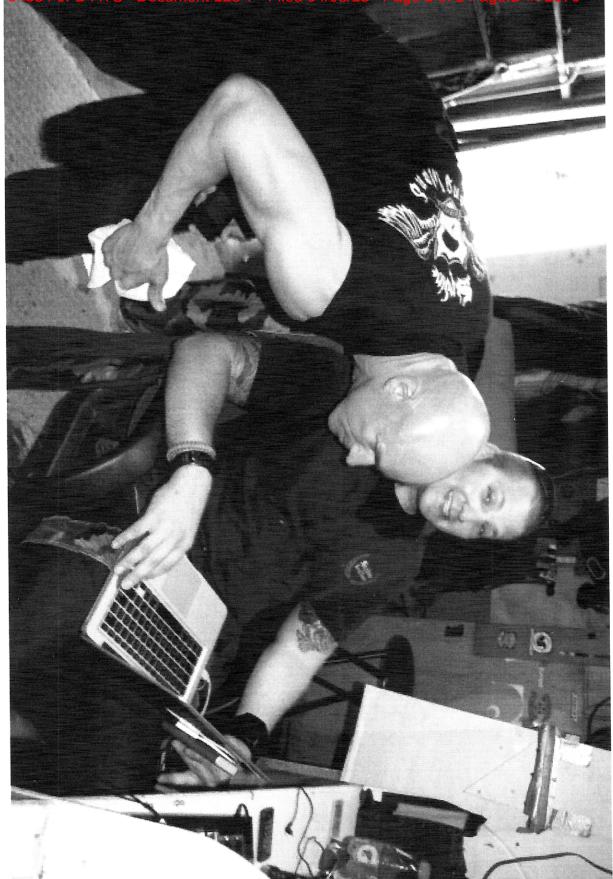
Saved. Thanks! Useful • (4) Funny • (1) Cool • (1)

Bookmark (2) Send to a Friend & Link to This Review

Add owner comment



Sdli Skydive Li Don & Eddie Share · 11 June 2010



Download Report this Photo Album: Around The DZ - 19 of 33

Shared with: 🚱 Public





Sdli Skydive Li who is that man?? gilligan lost on his island.

Share - 11 june 2010



Patricia Baronowski-Schneider hahahahaha - now that is a site

2 September 2010 at 09:56



Marko Markovich this is the guy were voting for....shitttt

9 November 2010 at 22:07



Patricia Baronowski-Schneider Lol

9 November 2010 at 22:19



Brian Lippert isnt holloween over

10 November 2010 at 10:37

Album: Around The DZ - 24 of 33

Shared with: (A) Public



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MasterCard Priceless NY

mastercard.us



Watch American Ballet Theatre dancers rehearse for upcoming performances of The Nutcracker ballet. Courtesy of MasterCard Priceless NY.

Sponsored



Sdli Skydive Li
A LOVELY Day at the DZ with Barbara—Great day for an Air Bath. — with
Ray Maynard.



Share - 27 June at 17:54 - €

5 people like this.



Judith Langmaid LOVE IT! 27 June at 18:05



Barbara Schiano And I made it trhough Level 3!!!!! YAY YAY YAY!

27 June at 19:21 - ₼ 1



Jon-Eric Lohwasser nice job.

27 June at 20:19



Bobby Swaine SWEET !!! Congratulations !!!

27 June at 22:11



Sdli Skydive Li Thanks Everyone—Unfortunately my pathetic X will not leave us alone, and continues to try to disrupt our lives——like dancing as close as she can get to me at dockers last Tuesday night, well that did not work. Barbara and I could not be happier!! as a matter of FACT this Wednesday 6-29-2001 will be the first —OF MANY ANNIVERSARY'S WE WILL SHARE—THAT IS THE FIRST NIGHT WE MET, AND I HAVE NEVER BEEN HAPPIER.

28 June at 00:19 - 2 2

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Don,
I spoke to Ray at length about the issue and he said he
will make the final decision. I am sure he will reach out
to you. We were busy today.
Thanks Don,
Rich
---- Original Message -----
From: Donald Zarda <djzarda@gmail.com>
To: Rich Winstock
Sent: Sun Jun 27 14:46:33 2010
Subject: Re: Ray
Hey Rich,
When I return to work tomorrow morning (Monday), it would
be great if you could be there. See you soon.
Thanks for your help,
Don
Sent from my iPhone
On Jun 25, 2010, at 4:12 PM, Rich Winstock
<RWinstock@encorenationwide.com > wrote:
> Hey Don,
> I will speak to him today I am at the DZ..
> I already advocated for you with him, strongly.
> Rich
>
>
>
>
> Richard Winstock
> Director of Business Development
> Encore Nationwide Inc.
> 2980 Columbia St.
> Torrance, CA 90503
> P: 310-357-2848 (Ext. 1202)
> C: 310-750-7767
> Emergency Line: 310-944-2082
> Rwinstock@encorenationwide.com
> ----Original Message----
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> From: Donald Zarda [mailto:djzarda@gmail.com] On Behalf
Of Don Zarda
> Sent: Friday, June 25, 2010 3:37 PM
> To: Rich Winstock
> Subject: Ray
> Rich, I'm wondering, has Ray come to his senses any at
all? I have not
> heard anything. It's been nice to get the extra rest but
I didn't come
> to LI to rest, I can do that at home.
> I sure would like to know just exactly what this is all
about.
>
> Thanks,
> Don
>
> 901-569-5867
> Sent from my iPhone
```