



UNITED STATES PARACHUTE ASSOCIATION®

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# GROUP MEMBERSHIP MANUAL

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# Section 1: Group Membership Program

## 1-1 INTRODUCTION

- A. The United States Parachute Association (USPA), the official national representative body for skydiving in the United States, and skydiving schools, centers, and clubs have a mutual interest in fostering and promoting skydiving.
- B. Because of this mutual interest, a special class of membership—Group Membership—has been established in accordance with Article I.1.D of the USPA By-Laws. DZs in the U.S. and its territories are eligible to become “Group Members.” Other DZs are eligible to become “Foreign Affiliates.”
2. Authorization to use the USPA Group Member logo or the USPA Foreign Affiliate logo within the guidelines of the Governance Manual, Section 4-3.
3. An appropriate and attractive “Certificate of Membership.”

## 1-2 PURPOSE

- A. It is to the advantage of skydiving schools, centers and clubs as well as the USPA membership to encourage unity within the sport.
- B. More importantly, the chances of the success and survival of the sport are much greater if all facets of skydiving present an image of solidarity when dealing with the general public and especially with all levels of government.
- C. By accepting skydiving schools, centers and clubs as members, both USPA and those businesses will benefit through improved communications with the skydiving public and within the skydiving industry.
- D. Such membership will aid in the prompt channeling of information about local problems, regional attitudes, and trends to USPA. This will assist USPA in promoting and defending the sport.
- E. USPA will be able to more effectively represent skydiving, provide improved member services and assist the members to speak with a stronger and more unified voice.
- F. The purpose of Group Membership and Foreign Affiliation, therefore, is to establish a business and professional relationship that strengthens the bonds of unity within the skydiving community and enhances the growth of the sport.
- B. Free advertising
1. A no-cost phone and website listing in issues of *Parachutist* magazine.
2. Free listing of DZ events in *Parachutist's* Main Events department.
3. A no-cost listing in USPA's online DZ Directory.
4. An active link from USPA's website to the DZ's website.
- C. Eligibility to sell USPA Introductory Individual Memberships, to cover skydivers with low-cost third-party liability insurance. (U.S. Group Members only)
- D. Twenty-four/seven access to online verification of USPA member credentials.
- E. A copy of the USPA Skydiving Aircraft Operations Manual.
- F. Access to USPA legal case files.
- G. Eligibility for financial support from the Airport Access and Defense Fund. (U.S. Group Members only)
- H. Legal referrals and at-cost expert testimony on a case-by-case basis.
- I. Government relations support at the state and federal levels on issues affecting state and nationwide skydiving. (U.S. Group Members only)
- J. Timely e-mail notification of issues relating to DZ operations.
- K. USPA sport promotional programs.
- L. Discounted registration at the DZ Operator's Conference.

## 1-3 BENEFITS OF MEMBERSHIP

Each Group Member and Foreign Affiliate is eligible for the following benefits either as part of the membership or on a user fee basis:

- A. Credentials
1. Use of the authorized phrase, as indicated on the USPA Group Membership Certificate.
- Example “Group Member of the United States Parachute Association” or “Foreign Affiliate of the United States Parachute Association.”

## 1-4 REQUIREMENTS

- A. The Group Member Pledge is part of the Group Membership application for all applicants within the U.S. and U.S. territories. A copy of the application is located in the appendix
1. This Group Member Pledge represents a commitment on the part of the Group Member to provide service and conduct business within accepted ethical guidelines.

2. This commitment will foster a healthy business environment without causing an undue burden on any party.
  3. Failure to comply with the terms of the Group Membership Pledge may result in removal from the Group Membership Program by the USPA, forfeiture of fees and cancellation of benefits and services provided by USPA.
- B. Foreign Affiliates are required to maintain at least one current USPA rated Instructor on staff.

**1-5 SKYDIVING SERVICE CODE OF CONDUCT**

- A. All USPA Group Members should strive to meet the guidelines listed in the Skydiving Service Code of Conduct.
1. As an organization offering and facilitating skydiving services, and as a Group Member of the United States Parachute Association,
  2. We declare a dedication to safety as our highest goal, empowering ourselves and others to make decisions so that the highest possible standards of safety are maintained.
  3. We display respect for all staff and customers and do not tolerate harassment or discrimination based on race, creed, gender, age, and disability, subject to safe practices.
  4. We foster honesty, integrity, and fairness in our business relationships with customers, contractors, suppliers, and employees and strive to minimize misunderstandings and conflict.
  5. We refrain from disparaging other individuals and organizations, whether written, spoken, or implied, but work to uphold and foster a positive image of skydiving.
  6. We strive, individually and organizationally, to enhance our professional skills and knowledge, and to assist others in doing so.
  7. We understand that, as a service business, we must operate on sound ethical, management, and financial principles.
  8. We will develop and display a refund policy and make it available to customers prior to financial transactions.

**1-6 PROCEDURES FOR NEW AND RENEWING GROUP MEMBERS AND FOREIGN AFFILIATES**

- A. Application
1. New applicants: Application forms may be obtained from USPA Headquarters or the USPA website. Types of membership are defined on the applications and questions or clarification can be obtained from USPA

Headquarters. Copies are located in the appendix of this document

2. Renewing applicants: Prior to expiration of membership, USPA Headquarters will distribute the necessary information and forms for membership renewal. Applicable fees, due dates and required documents for renewal will be indicated on the renewal form. Additional documentation may be requested during the membership year. All requested documentation is required in order for membership to be renewed. Failure to provide the requested documentation may result in non-renewal or removal from the Program, forfeiture of fees and cancellation of benefits and services provided by USPA.

B. Regional Director Approval

1. Upon receipt of the completed application and fee, USPA Headquarters will forward a copy of this application to the appropriate Regional Director. USPA's Director of Safety & Training serves as the Regional Director for foreign affiliates.
2. The Director has up to 30 days to respond to Headquarters with his or her advice as to whether or not the application should be approved. The Regional Director may visit or call the new applicant prior to approving the application.
3. After 30 days has passed, if the Regional Director has not provided HQ with a recommendation regarding membership, the application will be referred to the Executive Committee for disposition.
4. In certain cases, USPA Headquarters may refer applications to the USPA Executive Committee for approval or denial.

C. The first year of membership may be prorated based on the date the application is submitted. Upon renewal, the membership will be valid for a period of one year.

D. Membership may be suspended for a period not to exceed 60 days or revoked by the Regional Director for cause at any time with written notice and explanation.

E. The Group Member or Foreign Affiliate may appeal to the Executive Committee in writing within 30 days of the suspension or revocation and the Executive Committee must act on the appeal within 90 days.

F. The Group Member or Foreign Affiliate may terminate the membership for any reason with 30 days written notice to USPA and shall not be entitled to refund of any applicable annual membership fee.



**United States Parachute Association\***  
 5401 Southpoint Centre Boulevard  
 Fredericksburg, Virginia 22407  
 (540) 604-9740 | (540) 604-9741 (fax)  
 uspa.org | groupmembers@uspa.org

# Initial Application for Group Membership in the United States Parachute Association, Inc. ("USPA")

**The information you provide in this application will be used for listings for the Group Member in USPA publications including *Parachutist* and USPA's on-line Group Member directory.**

Check here if you do not want the DZ included in a mailing list occasionally sold by USPA.

**DROP ZONE INFORMATION (TO BE PUBLISHED)**

Name of DZ (as you want it published):

\_\_\_\_\_

Airport Name:

\_\_\_\_\_

Airport's City:

\_\_\_\_\_

Airport State/Country:

\_\_\_\_\_

DZ Latitude:

\_\_\_\_\_

DZ Longitude:

\_\_\_\_\_

DZ Physical Address:

\_\_\_\_\_

City:

\_\_\_\_\_

State/Country and Postal Code:

\_\_\_\_\_

Weekday Phone:

\_\_\_\_\_

Weekend Phone:

\_\_\_\_\_

Web Address:

\_\_\_\_\_

E-mail Address:

\_\_\_\_\_

**DROP ZONE INFORMATION (TO BE PUBLISHED)**

Distance from Major City/Metro Area (miles/kilometers):

\_\_\_\_\_

Direction (north, south, east, west):

\_\_\_\_\_

City/Metro Area:

\_\_\_\_\_

Distance to Nearest Hotel (miles/kilometers):

\_\_\_\_\_

Number and Type of Aircraft Used at DZ on a Regular Basis:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Instructional Programs Offered (please check):

- AFF     IAD     SL     Tandem

**DROP ZONE AMENITIES (TO BE PUBLISHED)**

**Please report services and facilities regularly available at your DZ. Checking a box means that the facilities are on the DZ or airport property and available for skydiver use.**

- |                                                                                                                                          |                                                                                                             |                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> Full-service restaurant, snack bar, or full grill service (does not include vending machines or microwave oven) | <input type="checkbox"/> Bath house or <b>hot</b> shower facilities                                         | <input type="checkbox"/> Load organizers available             |
| <input type="checkbox"/> Bunkhouse <b>with beds</b>                                                                                      | <input type="checkbox"/> Swimming pool                                                                      | <input type="checkbox"/> Swoop pond                            |
| <input type="checkbox"/> RV spaces <b>with electric hook-ups</b>                                                                         | <input type="checkbox"/> Skydiving equipment for rent/retail gear sales on the drop zone                    | <input type="checkbox"/> Freefall video camera flyers for hire |
| <input type="checkbox"/> Designated camping areas on <b>or adjacent</b> to the DZ                                                        | <input type="checkbox"/> Full-service FAA-certified rigging services available <b>during business hours</b> | <input type="checkbox"/> Wireless internet/internet access     |
|                                                                                                                                          |                                                                                                             | <input type="checkbox"/> Packing services                      |
|                                                                                                                                          |                                                                                                             | <input type="checkbox"/> Team Rooms                            |



**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.

**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: \_\_\_\_\_

**CHECKLIST FOR NEW GROUP MEMBERS**

Name of DZ:

\_\_\_\_\_

Who will have day-to-day operational control of the DZ?

\_\_\_\_\_

Will any BSR waivers be necessary?  yes  no If so, please describe.

\_\_\_\_\_

Who will be the supervising instructor for each first-jump method offered?

\_\_\_\_\_

Who will be the supervising rigger for packing? (Full name and state where rigger certificate was issued)

\_\_\_\_\_

Who will be the chief pilot? (Full name and state where license was issued)

\_\_\_\_\_

Is there adequate landing area free of hazards, as required by USPA BSRs?  yes  no

- Student and A-license holders - minimum of 328 feet radius
- Tandems, B & C license holders - minimum of 164 feet radius
- D-license holders - minimum of 39 feet radius

Are the flight-line and landing area adequately separated from spectator areas?  yes  no

Describe specifics or distance.

\_\_\_\_\_

Are there fuel quality controls and checks in place?  yes  no

Who is responsible?

\_\_\_\_\_

Is there an aircraft operations manual?  yes  no

Is there adequate initial and recurrent training for jump pilots?  yes  no

Which ATC facility has been notified?

\_\_\_\_\_

What is the ATC frequency or frequencies?

\_\_\_\_\_

Is there an emergency response plan and first-aid equipment?  yes  no

Has there been coordination with the local EMS service?  yes  no

**DZO Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:**

\_\_\_\_\_

**REGIONAL DIRECTOR'S SIGNATURE** (obtained by headquarters)

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ : \_\_\_\_\_  a.m. /  p.m.  
signature date time



# USPA Aircraft Status Form

Make/Model \_\_\_\_\_ N- \_\_\_\_\_

For the aircraft above, check the box below indicating which FAR section the aircraft is maintained under. Then fill-in every blank in the table beneath that section.

91.409(a)&(b) Annual and 100-Hour Inspections (Not Available to Multi-Turbine Airplanes)

Annual & 100-Hour Inspection	Last:	Next:
Annual Inspection	_____ Date _____	_____ Date _____
100-Hour Inspection	_____ Tach/Hobbs _____	_____ Tach/Hobbs _____

91.409(d) Progressive Inspection (Not Available to Multi-Turbine Airplanes)

Progressive Inspection	Last:	Next:
_____ Name of FSDO _____	_____	_____

91.409(f)(3) Manufacturer Inspection

Manufacturer Inspection	Last:	Next:
_____ Name of Manufacturer Program _____	_____	_____

91.409(f)(4) FAA-Approved Inspection

Approved Inspection	Last:	Next:
_____ Name of FSDO _____	_____	_____

Name of A&P, IA or FAA Repair Station responsible for the inspection of this aircraft:

\_\_\_\_\_

A&P or IA Certificate No. \_\_\_\_\_ Repair Station No. \_\_\_\_\_

Make/Model \_\_\_\_\_ N- \_\_\_\_\_

For the aircraft above, check the box below indicating which FAR section the aircraft is maintained under. Then fill-in every blank in the table beneath that section.

91.409(a)&(b) Annual and 100-Hour Inspections (Not Available to Multi-Turbine Airplanes)

Annual & 100-Hour Inspection	Last:	Next:
Annual Inspection	_____ Date _____	_____ Date _____
100-Hour Inspection	_____ Tach/Hobbs _____	_____ Tach/Hobbs _____

91.409(d) Progressive Inspection (Not Available to Multi-Turbine Airplanes)

Progressive Inspection	Last:	Next:
_____ Name of FSDO _____	_____	_____

91.409(f)(3) Manufacturer Inspection

Manufacturer Inspection	Last:	Next:
_____ Name of Manufacturer Program _____	_____	_____

91.409(f)(4) FAA-Approved Inspection

Approved Inspection	Last:	Next:
_____ Name of FSDO _____	_____	_____

Name of A&P, IA or FAA Repair Station responsible for the inspection of this aircraft:

\_\_\_\_\_

A&P or IA Certificate No. \_\_\_\_\_ Repair Station No. \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ DZ: \_\_\_\_\_

**MEMBERSHIP CATEGORIES**

Group Membership is renewed annually and valid from April 1 – March 31 of the following year. Fees are calculated by category. The initial year is prorated based on the month you sign your application. New Group Members should refer to the following chart to determine the appropriate fee.

PRORATED AMOUNTS												
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
CAT 1	\$300	\$300	\$300	\$225	\$225	\$225	\$150	\$150	\$150	\$75	\$75	\$75
CAT 2	\$450	\$450	\$450	\$337.5	\$337.5	\$337.5	\$225	\$225	\$225	\$112.5	\$112.5	\$112.5
CAT 3	\$900	\$450	\$450	\$675	\$675	\$675	\$450	\$450	\$450	\$225	\$225	\$225

**CAT. 1:** Skydiving operations that use military aircraft which fall under DoD regulations; or college clubs that use facilities and aircraft of an current established Group Member. If club, please indicate the Group Member that you are affiliated with (required): \_\_\_\_\_

**New:** Prorated amount (see chart) \$ \_\_\_\_\_ (Next year renewal fee: \$150)

**CAT. 2:** Skydiving operations that operate routinely with not more than two small aircraft, each with a maximum takeoff weight of less than 6,000 lbs; or professional skydiving and canopy schools that are located at and use aircraft of a current established USPA Group Member. If school, please indicate the Group Member that you are affiliated with: \_\_\_\_\_

**New:** Prorated amount (see chart) \$ \_\_\_\_\_ (Next year renewal fee: \$300)

**CAT. 3:** Skydiving operations that routinely use more than two small aircraft or one large aircraft, with a maximum takeoff weight of 6,000 lbs. or more; or wind tunnels

**New:** Prorated amount (see chart) \$ \_\_\_\_\_ (Next year renewal fee: \$600)

**METHOD OF PAYMENT**

Check for \$ \_\_\_\_\_ enclosed.

or

Please charge my credit card:

I'd like to keep this credit card on file at USPA for future charges authorized by the DZ.

\_\_\_\_\_ credit card number \_\_\_\_\_

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Expiration Date

--	--	--	--

month | year

--	--	--

CVC

Visa  MasterCard  Discover  American Express

\_\_\_\_\_ cardholder signature

**INSTRUCTIONS FOR SUBMITTING APPLICATION**

Please submit your application for USPA Group Membership to USPA Headquarters along with an Aircraft Status Form for each aircraft used (regardless if the aircraft is owned or leased), Pledge and a copy of your DZ waiver that includes USPA by name. Applications can be mailed, faxed or emailed to:

United States Parachute Association  
 5401 Southpoint Centre Blvd.  
 Fredericksburg, VA 22407  
 Fax: (540) 604-9741  
 E-mail: groupmembers@uspa.org

Payment will not be processed until all required documentation is received and approved. For questions, contact USPA Group Membership at (540) 604-9740 or groupmembers@uspa.org.



**United States Parachute Association\***

5401 Southpoint Centre Boulevard  
Fredericksburg, Virginia 22407  
(540) 604-9740 | (540) 604-9741 (fax)  
uspa.org | groupmembers@uspa.org

**Initial Application  
as a Foreign Affiliate Group  
Member of United States  
Parachute Association, Inc.  
("USPA")**

**The information you provide in this application will be used for listings for the Foreign Affiliate in USPA publications including *Parachutist* and USPA's online directory.**

Check here if you do not want the DZ included in a mailing list occasionally sold by USPA.

**DROP ZONE INFORMATION (TO BE PUBLISHED)**

Name of DZ (as you want it published):

[Grid for Name of DZ]

Airport Name:

[Grid for Airport Name]

Airport's City:

[Grid for Airport's City]

Airport State/Country:

[Grid for Airport State/Country]

DZ Latitude:

[Grid for DZ Latitude]

DZ Longitude:

[Grid for DZ Longitude]

DZ Physical Address:

[Grid for DZ Physical Address]

City:

[Grid for City]

State/Country and Postal Code:

[Grid for State/Country and Postal Code]

Weekday Phone:

[Grid for Weekday Phone]

Weekend Phone:

[Grid for Weekend Phone]

Web Address:

[Grid for Web Address]

Email Address:

[Grid for Email Address]

**DROP ZONE INFORMATION (TO BE PUBLISHED)**

Distance from Major City/Metro Area (miles/kilometers):

[Grid for Distance from Major City/Metro Area]

Direction (north, south, east, west):

[Grid for Direction]

City/Metro Area:

[Grid for City/Metro Area]

Distance to Nearest Hotel (miles/kilometers):

[Grid for Distance to Nearest Hotel]

Number and Type of Aircraft Used at DZ on a Regular Basis:

[Grid for Number and Type of Aircraft]

[Grid for Number and Type of Aircraft]

[Grid for Number and Type of Aircraft]

Instructional Programs Offered (please check):

- AFF  IAD  SL  Tandem

**DROP ZONE AMENITIES (TO BE PUBLISHED)**

**Please report services and facilities regularly available at your DZ. Checking a box means that the facilities are on the DZ or airport property and available for skydiver use.**

- Full-service restaurant, snack bar, or full grill service (does not include vending machines or microwave oven)
- Bunkhouse **with beds**
- RV spaces **with electric hook-ups**
- Designated camping areas on **or adjacent** to the DZ
- Bath house or **hot** shower facilities
- Swimming pool
- Skydiving equipment for rent/retail gear sales on the drop zone
- Full-service FAA-certified rigging services available **during business hours**
- Load organizers available
- Swoop pond
- Freefall video camera flyers for hire
- Wireless internet/internet access
- Packing services
- Team Rooms

**NARRATIVE TEXT (TO BE PUBLISHED)**

In 50 words or less, please describe your facilities and services and any other information which you believe to be of interest to skydivers. Please do not make claims that cannot be readily substantiated by USPA, for example, the "biggest" or "best DZ in XYZ;" or, "the favorite DZ for foreign jumpers." Comments outside the context and spirit of the directory and entries longer than 50 words will be edited. Especially helpful are travel directions from cities and/or major highways.

**Sample Entry:**

*Open seven days a week, year round. From Capitol City, take I-97 north to Exit 17. Go west 17 miles to the Icefish Airport. Air-conditioned and heated hangar. Coaching available in formation skydiving and style & accuracy. King Air available during the summer.*

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

**DROP ZONE INFORMATION (NOT FOR PUBLICATION)**

DZ Mailing Address (complete mailing address as your Post Office requires it):

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

**OWNER/MANAGER INFORMATION (NOT FOR PUBLICATION)**

Name of DZ Owner (may be an individual or an entity):

\_\_\_\_\_

If name above is an entity, name of DZ Owner's President, CEO or other primary Executive/Manager (Authorized Agent):

\_\_\_\_\_

Cell Phone:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Name of DZ Manager (if not the above):

\_\_\_\_\_

Cell Phone:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Name of Your Recommended/Requested S&TA Appointee (S&TAs are appointed by the USPA Regional Director):

\_\_\_\_\_

Ratings:

\_\_\_\_\_

Cell Phone:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

**DZ NAME:** \_\_\_\_\_

In applying for Group Membership as a Foreign Affiliate, you will be agreeing to the terms of the Foreign Affiliate Pledge set forth below. Please read them carefully. Failure to comply with the terms may result in suspension or removal from the Foreign Affiliate 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 as a Foreign Affiliate, agrees to follow the terms of the Foreign Affiliate Pledge set forth below, and intends this Application, once accepted by the USPA, to be an enforceable agreement that includes the Foreign Affiliate 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 or Foreign Affiliate 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.

**FOREIGN AFFILIATE PLEDGE**

The undersigned applicant pledges and agrees to maintain at least one current USPA rated Instructor on the staff of the undersigned applicant at all times. Please provide the name(s) and membership number(s) of your USPA rated Instructor(s):

USPA Membership #	Last Name, First Name	Instructor Rating(s)
_____		

The undersigned applicant further understands that granting of Group Membership as a Foreign Affiliate 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.

**ACCEPTANCE BY THE DROP ZONE OWNER**

\_\_\_\_\_  
Name of Drop Zone Owner (individual or entity that is legal owner) \_\_\_\_\_  
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 as a Foreign Affiliate and shall be afforded the benefits and privileges afforded to Foreign Affiliates 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: \_\_\_\_\_



## Section 2: Airport Access and Defense Fund

### **2-1 INTRODUCTION**

- A. By action of the USPA Board of Directors at its meeting July 1991, a fund has been established to further the efforts of the association and its members to maintain or gain equal access to airspace and federally funded airports throughout the United States.
- B. These funds may also be used by the association in efforts to prevent or remove government actions or taxation that affect skydiving and its related activities.
- C. Limited financial assistance may be provided to offset a portion of a member's legal expenses in a qualifying concern.

### **2-2 PURPOSE AND SCOPE**

- A. This Section of the Group Membership Manual describes the procedures to be followed in request for expenditures of funds and the administration from USPA of the funds.
- B. This Section will encompass:
  1. purpose of the Fund
  2. how resources are generated for the fund
  3. how efforts to be supported are determined
  4. approval of disbursements
  5. responsibilities of individuals or group members who seek support or whose efforts are assisted by the AAD Fund
  6. responsibilities of USPA Headquarters, officers, Executive Committee, and the BOD in relation to the AAD Fund

### **2-4 PURPOSE OF THE FUND**

- A. The purpose of the fund is to help secure our legal right to equal access to airports and airspace in the United States, and to prevent government actions and taxation which may have negative effects on skydiving and its related activities.
- B. In today's society, it is sometimes necessary to preserve and defend rights by resorting to litigation or lobbying.
- C. The process is time and resource consuming. USPA will, in selected circumstances, take on a cause or provide assistance in defraying part of these actions.
- D. USPA does not have the resources to support every effort to protect access to airspace and airports or to contest every government action regarding skydiving.
- E. While a local operation may have a morally and legally correct complaint, it may not be suitable for USPA support.

- F. With our very limited resources, we must pick our battles very judiciously.
- G. The efforts that the AAD Fund can support to a limited degree must have the potential to offer the best return for the investment to the general skydiving population.
- H. While USPA's operating budget for each upcoming year is rigidly determined, support of legal efforts must be done in a more flexible manner.
- I. The existence of the AAD Fund streamlines the process of gaining support by having identified funds.
- J. Furthermore, support by the concerned population seems to be a more equitable way to maintain this effort than general membership funds.
- k. A final reason for existence of the AAD Fund is to demonstrate to concerned individuals or organizations that USPA has a vital interest in these issues, and is willing to back that interest with its resources.

### **2-5 HOW RESOURCES ARE GENERATED FOR THE FUND**

- A. Resources that USPA can bring to bear on a problem include headquarters support, contracted legal council, and financial.
  1. In any instance, headquarters will provide what assistance it can to a qualifying concern or member by providing suggestions and contacts, and attempting to intercede in issues with a national or regional perspective.
  2. Contracted legal assistance has been arranged to provide assistance to headquarters and the board in the decision making process and to maintain liaison with operations that are receiving AAD Fund assistance.
  3. Money to support legal efforts is an extremely limited resource.
  4. Given the ability of a single lawsuit's expenses to run to the tens or even hundreds of thousands of dollars, USPA's support must be on a very limited basis.
- B. The AAD Fund will receive money primarily from three sources:
  1. Voluntary contributions
    - a. Contributions from all sources made to USPA and designated for the AAD Fund are intended to be the main source of funding.
    - b. USPA headquarters, staff and officials should make every effort to ensure that the public is aware of this fund's existence and importance.

- c. Sources include the general membership, the non-skydiving public, the parachute industry affiliates and skydiving centers, and related organizations.
  - d. Creative ideas such as the use of *Parachutist* and check-off blocks on membership renewal forms should all be considered in the attempt to influence and educate the public.
2. AAD-supported operations, having achieved recovery of expenses as part of a successful outcome of their legal effort, are expected to return any monies advanced to the AAD Fund in accordance with the terms of a suitable contract.
  3. From time to time the USPA Board of Directors may choose to budget money from the general fund into the AAD Fund.
- G. Availability of funds: USPA will not commit to assist an issue unless uncommitted resources exist in the AAD Fund to support participation.
  - H. Access to documents: USPA and its representatives will have access to and use of all documentation and research done in support of the issue.
  - I. Prior commitment:
    1. In issues involving an individual or group member organization, they must already be fully financially committed in the action.
    2. Prior financial commitment must be documented (e.g. copies of canceled checks, financials and other evidence of financial commitment).
  - J. Record of support: The member who receives support from the Fund should have a clear record of support for USPA and observance of its group member pledge.
  - K. Support of Regional Director: The member's regional director should recommend AAD Fund support for the effort, when applicable.
  - L. Repayment of funds. In the event that funds are recovered either through grant or legal recovery of fees in a successful action, the member must agree to repay the AAD Fund the monies advanced.

**2-6 HOW EFFORTS TO BE SUPPORTED ARE DETERMINED**

- A. National implications:
  1. The issue should be at the national level—either with the Federal Government, FAA or the Federal court system. In the case of FAA, this means the issue is at regional (at least) level.
  2. For the court system, it should be at least in the federal courts, preferably at the appellate level.
- B. General benefit: Supporting the issue will help skydivers in general as well as one specific group or area.
- C. Probability of success: The action should be judged by a lawyer or consulting firm representing USPA as one which appears to be readily winnable.
- D. Limited exposure:
  1. USPA will be one of the participants in the action.
  2. The association should not be the principal backer of the costs involved.
  3. Access cases tend to be open ended and can easily absorb more cash than the AAD Fund—or USPA itself—has available.
- E. Not skydiver to skydiver: USPA will not support either side of a controversy between members or group members.
- F. Clear focus:
  1. The issue must be narrow enough that a clear and favorable precedent can be set.
  2. Furthermore, USPA must be careful to avoid any issue which would allow an easy settlement for a particular concern, but would establish an unfavorable precedent (or no precedent) for skydivers in general.

**2-7 HOW DISBURSEMENTS FROM THE AAD FUND ARE TO BE MADE**

- A. USPA Board member sponsor:
  1. A member with a legal effort that complies with the above criteria may apply to the regional director.
  2. If the issue is truly national in scope and not regional, it may be directed to any USPA Board member.
- B. USPA Director action:
  1. The requested USPA Director, in turn, should make a recommendation to the the USPA Director of Government Relations.
  2. The Director of Government Relations will evaluate the request and advise the USPA Executive Director and Executive Committee.
- C. After deliberation, should the Executive Committee support the request, the USPA President may direct the USPA Executive Director that a legal effort receive a specified amount of financial support from the AAD Fund.
- D. BOD vote:
  1. At the next BOD meeting, the full board will vote to accept or reject the Executive Committee's recommendation by a 2/3 majority.



2. If the BOD rejects the Executive Committee's recommendation, all further funding will be frozen until the full board decides what action will be taken.
- E. Accountability:
1. Once the BOD has approved the Executive Committee action, the AAD Funds may be continued to be disbursed up to the amount approved as the legal or professional expenses are incurred.
  2. Since this will normally occur between USPA Board meetings, the following procedure should be used to maintain oversight with checks and balances:
    - a. expenditure reporting:
      - (1) In the case of a USPA member, he or she will provide a copy of the bill received to the USPA Director of Government Relations.
      - (2) In a case being handled by USPA Headquarters, all expenditures will be reported to the Executive Committee for approval.
    3. If appropriate, the staff director of Government Relations will recommend to the president that a dollar amount of the allocated funds be released.
    4. If appropriate, the USPA President will direct the USPA Executive Director to release the funds.
  - B. Based on his or her determination of qualification, the USPA Director of Government Relations will make a recommendation to the USPA Executive Director, Executive Committee, and the USPA director who brought forth the original recommendation.
  - C. The Executive Committee will handle the request as an interim action. The BOD will act on a request at the next BOD meeting following the request (as described in 2-7.D).
  - D. Copies of legal expense billings from an approved effort will be forwarded by the USPA Director of Government Relations to the president within one work week of their receipt.
  - E. The USPA President will authorize or disapprove disbursement of allocated AAD monies within one work week of the receipt of copies of the bills.
  - F. The USPA Executive Director will send a check to the concerned firm or organization within one week of direction from the president.
  - G. The USPA Treasurer will maintain general oversight of the AAD Fund.
  - H. Liaison
    1. USPA Headquarters will ensure that liaison is maintained with the firm or organization representing the USPA member.
    2. The purpose of the liaison is:
      - a. to build an information and documentation base for future use by USPA members in related efforts
      - b. to continue to evaluate the effectiveness of the supported effort

## **2-8 RESPONSIBILITIES OF SUPPORTED MEMBERS**

A member receiving support from the AAD Fund agrees to the following:

- A. provide documentation of the initial expenses involved as required by USPA officials (e.g. canceled checks)
- B. authorize legal counsel to provide the USPA liaison all pertinent information or documentation regarding the case on a continual basis with the understanding that the information may be used as research in other actions
- C. provide copies of their eligible legal or professional bills to the staff director of Government Relations within five working days of receipt
- D. repay to the AAD Fund, the monies contributed to the legal effort in the event that any recovery of fees occurs
- E. understand that normally, the bulk of the funds for a legal defense will not come from USPA

## **2-9 RESPONSIBILITIES OF USPA**

- A. The sponsoring USPA director will make a recommendation to the USPA Director of Government Relations within two weeks of receiving complete documentation from the person requesting support from the AAD Fund.