

## Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting Release of Liability, Waiver of Legal Rights and Assumption of Risk for Kite Force Academy LLC

In consideration for the renting, purchasing or leasing of Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting from **Kite Force Academy LLC** and/or the utilizing of the facilities, ground school, instruction, premises, and equipment of **Kite Force Academy LLC** in engaging in the sport of Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, and Powerkiting, ground instruction, flight instruction and related activities, (hereinafter collectively "Kitesurfing", "Kiteboarding", "Snowkiting", "Landboarding", "Landkiting", "Windsurfing", or "Powerkiting"). I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap and even injury to participants. I understand I may suffer a broken limb, paralysis or fatal injury while participating in the sport of Kitesurfing, Kiteboarding, Windsurfing, Snowkiting, Powerkiting, Landkiting or Landboarding. (Initial here \_\_\_\_\_).
2. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting equipment by me and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID KITESURFING, KITEBOARDING, SNOWKITING, LANDBOARDING, WINDSURFING, LANDKITING AND POWERKITING EQUIPMENT IS FIT FOR ANY PURPOSE, and that I am accepting the said Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting equipment as is and I hereby acknowledge that I will personally examine the said equipment prior to my using of the same (Initial here \_\_\_\_\_).
3. I hereby RELEASE AND DISCHARGE KITE FORCE ACADEMY LLC, the State of \_\_\_\_\_, the town (or city) of \_\_\_\_\_, and their officer, directors, elected officials, agents, employees, instructors, pilots and owners of equipment and the land used for Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting activities (hereinafter collectively referred to as "Released Parties"), from any and all liability, claims, demands or causes of action that I may hereafter have for injuries / damages arising out of my participation in Kitesurfing, Kiteboarding, Windsurfing, Snowkiting, Landboarding activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (Initial here \_\_\_\_\_).
4. I understand and acknowledge that Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN KITESURFING, KITEBOARDING, SNOWKITING, LANDBOARDING, WINDSURFING, LANDKITING AND POWERKITING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASE PARTIES (Initial here \_\_\_\_\_).
5. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting activities (Initial here \_\_\_\_\_).
6. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting activities. (Initial here \_\_\_\_\_).
7. I will take full responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting activities (Initial here \_\_\_\_\_).
8. I agree that I will operate the said Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual (Initial here \_\_\_\_\_).
9. I have read and understood the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me of all risks arising out of my engaging in Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting activities (Initial here \_\_\_\_\_).
10. I further represent that this Release of Liability, Waiver of Legal Rights and Assumption of Risk shall continue in full force and effect for so long as I engage in Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting activities which are in any way connected to or with the Released Parties (Initial here \_\_\_\_\_).
11. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for whom I am (adult) legal guardian or I may suffer while engaging in Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting activities (Initial here \_\_\_\_\_).
12. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Kitesurfing, Kiteboarding, Snowkiting, Landboarding, Windsurfing, Landkiting and Powerkiting activities including any claims by the negligence of the Released Parties by any of the undersigned (Initial here \_\_\_\_\_).

(Continue to Declaration of Fitness Waiver on Next Page...)

**DECLARATION OF FITNESS FOR KITEBOARDING, KITESURFING, LANDKITING, LANDBOARDING, WINDSURFING, POWERKITING AND SNOWKITING FOR KITE FORCE ACADEMY LLC**

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself kiteboarding, kitesurfing, landboarding, landkiting, powerkiting, windsurfing or snowkiting.

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

Even if I have a health condition as stated above of which I am unaware, by signing this form I still choose to participate in the activity of kiteboarding, kitesurfing, landboarding, landkiting, powerkiting, windsurfing or snowkiting and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of kiteboarding, kitesurfing, landboarding, landkiting, powerkiting, windsurfing or snowkiting activities, I will notify the instructor immediately.

**I have read the above Declarations, understand them, and I agree to be bound by them.**

If you cannot sign the above declaration because of any of the above conditions, you must notify the instructor before commencing any activity.

\_\_\_\_\_  
Signature of Adult Participant

\_\_\_\_\_  
Print Name of Adult Participant

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Address of Adult Participant

\_\_\_\_-\_\_\_\_-\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

\_\_\_\_\_  
Print Name of Parent or Guardian

\_\_\_\_\_  
Address of Parent or Guardian

\_\_\_\_-\_\_\_\_-\_\_\_\_  
Phone Number

\_\_\_\_\_  
Print Name of Minor

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

*If you cannot sign the above declaration because of any of the above conditions, you must notify the instructor before commencing any activity.*

*Attention of the instructor / Authorized Insured Only (counter – Sign upon full and correct completion)*

\_\_\_\_\_  
Counter - Signature of Authorized Insured

\_\_\_\_\_  
Print Name of Authorized Insured

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date