

**KITESURFING RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND
ASSUMPTION OF RISK**

In consideration for the renting, purchasing or leasing of Kite Surfing or Wind Surfing from Emerald Coast Kitesurfing and/or the utilizing of the facilities, ground school, instruction, premises, and equipment of Emerald Coast Kitesurfing in engaging in the sport of Kite Surfing or Wind Surfing, ground instruction, flight instruction and related activities, (hereinafter collectively called "Kite Surfing" or "Wind Surfing") 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 Kite Surfing or Wind Surfing 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 Kite Surfing or Wind Surfing (Initial here _____).
2. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of Kite Surfing or Wind Surfing equipment by me and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID KITE SURFING OR WIND SURFING EQUIPMENT IS FIT FOR ANY PURPOSE, and that I am accepting the said Kite Surfing or Wind Surfing equipment as is and I hereby acknowledge that I will personally examine the said Kite Surfing or Wind Surfing equipment prior to my using of the same (Initial here _____).
3. I hereby RELEASE AND DISCHARGE the Emerald Coast Kitesurfing, the State of Florida, the County of Okaloosa, directors, employees, instructors, pilots and owners of equipment and the land used for Kite Surfing or Wind Surfing 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 I damages arising out of my participation in Kite Surfing or Wind Surfing activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (Initial here _____).
4. I understand and acknowledge that Kite Surfing or Wind Surfing 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 KITE SURFING OR WIND SURFING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED 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 Kite Surfing or Wind Surfing activities (Initial here _____).

Page 1 of 2 as acknowledged by _____ Date _____

Signature of Adult Participant _____

Name of Adult Participant (Please Print) _____

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 _____

Name of Parent or Guardian (Please Print) _____

Name of Minor (Please Print) _____ Page 1 of 2

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 Kite Surfing or Wind Surfing 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 Kite Surfing or Wind Surfing activities (Initial here_____).
8. I agree that I will operate the said Kite Surfing or Wind Surfing 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 Kite Surfing or Wind Surfing 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 Kite Surfing or Wind Surfing 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 Kite Surfing or Wind Surfing 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 Kite Surfing or Wind Surfing activities including any claims by the negligence of the Released Parties by any of the undersigned (Initial here_____).

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.

This the day of _____20_____

Signature of Adult Participant _____

Name of Minor Child _____

Name of Adult Participant (Please Print) _____

Signature of Parent or Guardian of Minor Child _____

Parent or Guardian of Minor _____

Child (Please Print) _____

DECLARATION OF FITNESS FOR KITE SURFING OR WIND SURFING

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 during Kite Surfing or Wind Surfing:

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.

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 Kite Surfing or Wind Surfing activities, I will notify the instructor immediately. I have read the above Declarations, understand them, and I agree to be bound by them.

Signature of Adult Participant _____

Name of Adult Participant (Please Print) _____

Date _____

Address of Adult Participant _____

Phone # _____

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 _____

Name of Parent or Guardian (Please Print) _____

Date _____

Address of Parent or Guardian _____

Phone # _____

Name of Minor (Please Print) _____ If you cannot sign the above declaration because of any of the above conditions, you must notify the instructor immediately before commencing any activity. Attention of the Instructor / Authorized Insured Only (Counter - Sign upon full and correct completion)

Counter-Signature of Authorized Insured _____

Name of Authorized Insured (Please Print) _____

Date _____