

EFOIL GUY, WIND, WAKE AND KITE WAIVER FORM

Name: _____

Address: _____

Telephone: _____ Email: _____

Do you have any medical conditions that may affect your ability to participate in this sport?

YES NO

If yes, please explain:

Emergency contact: _____

Emergency telephone: _____

**EFOILING, KITEBOARDING, WAKEBOARDING, WAKESURFING,
WINDSURFING, SUP RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS
AND ASSUMPTION OF RISK**

In consideration for the renting, purchasing or leasing of efoiling, kiteboarding, wakeboarding, wakesurfing, SUP or windsurfing equipment from **EFOIL GUY, WIND, WAKE AND KITE** and/or utilizing the facilities, ground school, boat, jet ski, efoil instruction, kiteboarding instruction, windsurf instruction, wakeboard instruction, wakesurf instruction, SUP instruction, premises, and equipment of **EFOIL, WIND, WAKE AND KITE** in engaging in the sport of efoiling, kiteboarding, wakeboarding, windsurfing, wakesurfing, SUP, ground instruction, water instruction, flight instruction and related activities, 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 efoiling, kiteboarding, wakeboarding, wakesurfing, SUP and windsurfing are action sports 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 sports of kiteboarding, wakeboarding, wakesurfing, SUP and windsurfing. (Initial here _____)

2. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of efoiling, kiteboarding, wakeboarding, wakesurfing, SUP and windsurfing equipment by me and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID EFOIL, KITEBOARD, WAKEBOARD, WAKESURF, WINDSURF, SUP EQUIPMENT IS FIT FOR ANY PURPOSE, and that I am accepting the said efoiling, kiteboarding, wakeboarding, wakesurfing, windsurfing, SUP 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 EFOIL GUY, WIND, WAKE AND KITE, the State Of New York, the Town Of Sylvan Beach, the Town Of Bridgeport and their officer, directors, elected officials, agents, employees, instructors and owners of equipment and the land used for efoiling, kiteboarding, wakeboarding, wakesurfing, SUP and windsurfing 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 and/or damages arising out of my participation in efoiling, kiteboarding, wakeboard, wakesurf, windsurf, SUP activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial here _____)

4. I understand and acknowledge that efoiling, kiteboarding, wakeboarding, wakesurfing, SUP and windsurfing 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 EFOILING, KITEBOARDING, WAKEBOARDING, WAKESURFING, SUP and WINDSURFING 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 any injury, damages or other losses sustained as a result of my participation in efoiling, kiteboarding, wakeboarding, wakesurfing, SUP and windsurfing 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 efoiling, kiteboarding, wakeboarding, wakesurfing, SUP and windsurfing activities. (Initial here _____)
7. I will take full responsibility for, and hold harmless Released Parties for any injury or damage that I may suffer or inflict upon others or their property as a result of my participation in efoiling, kiteboarding, wakeboarding, wakesurfing, SUP and windsurfing activities and engaging in Kiteboarding activities. (Initial here _____)
8. I agree that I will operate the said efoiling, kiteboarding, wakeboarding, wakesurfing, SUP and windsurfing 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 efoiling, kiteboarding, wakeboarding, wakesurfing, SUP and windsurfing 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 efoiling, kiteboarding, wakeboarding, wakesurfing, SUP and windsurfing 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 efoiling, kiteboarding, wakeboarding, wakesurfing, SUP and windsurfing 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 efoiling, kiteboarding, wakeboarding, wakesurfing, SUP and windsurfing 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.

Signature of Adult Participant _____

Name of Adult Participant (Please Print) _____ Date _____

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 _____

Name of Minor (Please Print) _____ Date _____

EFOIL GUY, WIND, WAKE AND KITE

email: markchatwin@yahoo.com

tel: (315)559-4663