

Release of Liability, Waiver of Legal Rights and Assumption of Risk

In consideration for the renting, purchasing, of kiteboarding equipment from and/or utilizing of the facilities, ground school, instruction, premises, and equipment of

JAMES DIXON, NEKITESURFING in engaging in the sport of kiteboarding, ground instruction, water instruction, I hereby understand and agree to this release of liability, waive of legal rights, and assumption of risk, and to the terms hereof as follows:

1. I acknowledge that kiteboarding is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap and even injury to participating in the sport of kiteboarding.
2. I hereby RELEASE AND DISCHARGE JAMES DIXON, NEKITESURFING and their officers, directors, elected officials, agents, employees, instructors, and owners of equipment and the land used for kiteboarding 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, disability, or death, or damages arising out of my participation in kiteboarding activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
3. I understand and acknowledge that kiteboarding activities have inherent dangers that no amount of care, caution, instruction, or expertise can totally eliminate. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN KITEBOARDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
4. 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 kiteboarding activities.
5. 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 kiteboarding activities.
6. 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 kiteboarding activities.
7. I agree that I will operate the said kiteboarding equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.
8. I have read and understand the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgment of the assumption by me of all risks arising out of my engaging in kiteboarding activities.
9. 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 kiteboarding activities which are in any way connected to or with the Released Parties.
10. I further represent that I am at least 18 years of age or that as the parent or legal guardian I waive and release any and all legal rights that may accrue to me or to my minor child as the result of any injury that my son or daughter(minor) may suffer while engaging in kiteboarding activities.
11. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risk is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in kiteboarding activities including any claims by the negligence of the Released Parties.

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

Date (month / day / year): ____ / ____ / ____

Name of Adult Student (Print)

Signature of Adult Student

Name of Minor Child (Print)

Name of Parent or Guardian

Signature of Parent or Guardian of Minor Child