



BOARD SURFING, KITE SURFING, KITEBOARDING, RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK

In consideration for the renting, purchasing or leasing of Board Surfing, Kite Surfing, and Kiteboarding with Odysea Surf School and/or the utilizing of the facilities, ground school, instruction, premises and equipment of Odysea Surf School in engaging in the sport of Board Surfing, Kite Surfing, Kiteboarding, ground instruction and related activities, (hereinafter collectively called "Board Surfing, Kite Surfing, Kiteboarding, 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 Board Surfing, Kite Surfing, Kiteboarding 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 Board Surfing, Kite Surfing, Kiteboarding.

2. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of Board Surfing, Kite Surfing, Kiteboarding equipment by me and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID BOARD SURFING, KITE SURFING, KITEBOARDING EQUIPMENT IS FIT FOR ANY PURPOSE, and that I am accepting the said Board Surfing, Kite Surfing, Kiteboarding, equipment as is and I hereby acknowledge that I will personally examine the said equipment prior to my using of the same.

3. I hereby RELEASE AND DISCHARGE Odysea Surf School in the State of North Carolina, the City of Wilmington, and their officer, directors, elected officials, agents, employees, instructors, pilots, and owners of equipment and the land used for Board Surfing, Kite Surfing, Kiteboarding, (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 Board Surfing, Kite Surfing, Kiteboarding activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

4. I understand and acknowledge that Board Surfing, Kite Surfing, Kiteboarding 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 BOARD SURFING, KITE SURFING, KITEBOARDING, WINDSURFING, AND SNOW KITING ACTIVITIES WHETHER OR

NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

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 Board Surfing, Kite Surfing, Kiteboarding.

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 Board Surfing, Kite Surfing, Kiteboarding.

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 Board Surfing, Kite Surfing, Kiteboarding.

8 . I agree that I will operate the said Board Surfing, Kite Surfing, Kiteboarding, equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.

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 Board Surfing, Kite Surfing, Kiteboarding.

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 Board Surfing, Kite Surfing, Kiteboarding activities which are in any way connected to or with the Released Parties.

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 Board Surfing, Kite Surfing, Kiteboarding activities.

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 Board Surfing, Kite Surfing, Kiteboarding activities including any claims by the negligence of the Released Parties by any of the undersigned. Page **2** of **3**

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 Signature of Parent or Guardian of Minor Child

Name of Adult Participant (Please Print) Name of Parent or Guardian of Minor Child (Please Print) _____

DECLARATION OF FITNESS FOR BOARD SURFING, KITE SURFING, KITEBOARDING, WINDSURFING, AND SNOW KITING

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 Board Surfing, Kite Surfing, Kiteboarding.

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 though I have a health condition as stated above, by signing this form I still choose to participate in the activity of Board Surfing, Kite Surfing, Kiteboarding, 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 Board Surfing, Kite Surfing, Kiteboarding 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 Date

Name of Adult Participant (Please Print)

Signature of Parent or Guardian if Participant is a Minor