

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

In consideration for participation of coaching week organized by Kiteboarding Camps, utilizing of instructions and activities and 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 Gliding (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 Kiteboarding Camps – Gemma Hamaini and instructors of Kiteboarding Camps, 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 GLIDING 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) _____

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 Gliding 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.

TRAVELS

I understand that I will participate in a coaching week with a pro rider that is non refundable in the case of no wind, or unsuitable training conditions. I understand that alternative activities will be offered in place of the kitesurf coaching.

I understand that if the pro rider is unable to attend the coaching week due to circumstances beyond our control, and alternative coach will be provided which will have the same or similar level

RESPONSIBILITY: Kiteboarding Camps offers retail travel services to customers, which are provided by separate and independent vendors of travel services. Kiteboarding Camps does not operate, control, or otherwise provide the services of the independent travel vendors. Hence, customer agrees and understands that Kiteboarding Camps is not responsible for any operating failures, loss, damage, delay, or injury to you or members of your travelling party, nor for consequential damages, which may result from failure, delays, or injuries, which arise out of or during your scheduled travel. Customer agrees and understands that Kiteboarding Camps is not responsible for any damages, direct or consequential, which may arise as a result of acts of God, social or labor unrest, war, political or national strike, terrorist activities, mechanical failures, climatic conditions, or any other actions or omissions beyond Kiteboarding Camps control.

In the event an airline or travel vendor declares bankruptcy, it is not obligated to carry you or to provide funds. Money given to my agency immediately becomes the property of the airline or travel vendor as required by law. Kiteboarding Camps is not allowed to provide refunds for vendors who have declared bankruptcy. If an airline or travel vendor declares bankruptcy, it might continue services or stop completely. Other airlines or travel vendors might provide alternative services under the limited circumstances.

I acknowledge that my booking with Kiteboarding Camps does not include trip cancellation, health or travel insurance. I understand that I need to purchase this from a separate provider.

I understand that I am fully responsible for any documentation that I may need to provide when travelling to my destination. Some countries require a visa for transit or entry. Passengers are responsible to ensure that they have all the proper documents for entry. All names on documents must match the legal name on your photo ID and travel document information must match tickets. Please check with the nearest consulate or the embassy of the destination you are travelling to and find out the entry requirements if you are unsure.

PHOTOGRAPHS AND VIDEO CONSENT, WAIVER, INDEMNITY AND RELEASE

Kiteboarding Camps photographs, Videos and Recordings

I hereby grant permission to Kiteboarding Camps and its representatives to take photographs or videos of me and to make recordings of my voice at the event.

I further grant to the producers and their representatives the right to reproduce, use, exhibit, display, broadcast and distribute and create derivative works of these images and recordings in any media now known or later Developed. I acknowledge that Kiteboarding Camps owns all rights to the images and recordings.

Waiver, Indemnity and Release

I hereby waive any right to inspect or approve the use of the images or recordings or of any written copy. I further waive all moral rights. I also waive any right to royalties or other compensation arising from or related to the use of the images, recordings, or materials. I hereby release, defend, indemnify and hold harmless the producers from and against any claims, damages or liability arising from or related to the use of the images, recordings or materials, including but not limited to claims of defamation, invasion of privacy, or rights of publicity or copyright infringement, or any misuse, distortion, blurring, alteration, optical illusion or use in composite form that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution. I am 18 years of age or older and I am competent to contract in my own name. I have read this document before signing below, and I fully understand the contents, meaning and impact of this consent, waiver, indemnity and release. This consent, waiver, indemnity and release is binding on me, my heirs, executors, administrators and assigns.

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 _____