



kiteboarding kingston.com

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This is a Release of Liability, Waiver of Legal Rights, Assumption of Risk and Indemnity, and Declaration of Fitness Agreement. By signing this document, you willfully waive certain legal rights, including the right to sue.

PARTICIPANT INFORMATION

1. Name: First _____ Last: _____ M.I. _____
2. Mailing Address: Street or P.O. _____
3. City _____ 4. Province/State _____ 5. Postal Code/Zip _____
6. Phone # _____ 7. Email _____
8. Date of Birth _____ 9. Sex: M F 10. Weight _____ 11. Occupation _____
12. Emergency Contact Person: _____ 13. Emergency Contact Phone: _____
14. Date of Lesson _____ 15. Time of Lesson _____ 16. Course Name _____
17. How did you hear about Kiteboarding Kingston? (please circle one)
a) Word of mouth b) radio/newspaper c) Internet d) via BEST e) Other: _____
18. Is this your first kiteboarding lesson at Kiteboarding Kingston? Yes No
19. How many kiteboarding lessons have you participated in before today? _____ If >1, where? _____
20. Do you plan on continuing your kiteboarding training? Yes No
If yes, then with whom and where? _____
21. Would you like to be added to the Kiteboarding email list? Yes No
(sign up to be notified of promotions, events, gear sales, etc. – 100% private!)

DECLARATION OF FITNESS FOR KITEBOARDING

I hereby declare that I am physically fit. I do not, and have not recently suffered from or undergone treatment for any of the following conditions, which I understand may lead to a dangerous situation to other persons or myself during 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 required 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, and that I am not participating against medical advise 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 kiteboarding, I will notify the instructor immediately and that the instructor has my permission to obtain appropriate medical treatment for me if I am not in a condition to make such a decision myself.

I have read the above Declarations, understand them, and I agree to be bound by them.

Signature of Participant

Name of Participant (please print)

Date

Signature of Parent or Guardian*

Signature of Witness

Date

*Guardian signature required for participants under the age of 18 years, and by their signature, release the claims of both minor and parent/guardian.

**If you cannot sign the above declaration because of any of the above conditions, you must notify the instructor before commencing any activity.

KITEBOARDING RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, ASSUMPTION OF RISKS AND INDEMNITY

In consideration for the purchasing of kiteboarding equipment from Kiteboarding Kingston and/or the utilizing of instruction, premises and equipment of Kiteboarding Kingston and the City of Kingston in engaging in the sport of kiteboarding, ground instruction, flight instruction and related activities (herein collectively called "kiteboarding") I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and Indemnity 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 participants. I understand I may suffer a broken limb, paralysis or fatal injury while participating in the sport of kiteboarding (initial here____).
2. I further acknowledge that there are no warranties applicable to the purchase or kiteboarding equipment by me and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID KITEBOARDING EQUIPMENT IS FIT FOR ANY PURPOSE, and that I am accepting the said kiteboarding equipment as is and I hereby acknowledge that I will personally examine the said kiteboarding equipment prior to my using of the same (initial here____).
3. I hereby RELEASE AND DISCHARGE Kiteboarding Kingston and the City of Kingston, and their officers, directors, elected officials, agents, employees, instructors and owners of equipment and that the land used for kiteboarding activities (hereinafter collectively referred to as "Released Parties"), from any and all liability, claims, demands for causes of action that I may hereafter have for injuries/damages arising out of my participating in kiteboarding activities, including, but not limited to, losses caused by the negligence of the Released Parties (initial here____).
4. I understand and acknowledge that kiteboarding activities have inherent dangers that not 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 KITEBOARDING ACTIVITIES WHETHER ORNOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (initial here____).
5. I further agree that I WILL NOT SURE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in kiteboarding 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 kiteboarding 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 kiteboarding activities (initial here____).
8. I agree that I will operate the said kiteboarding equipment in a reasonable and safe manner so as not to endanger the lives or 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 kiteboarding activities (initial here____).
10. I further represent that this Release of Liability, Waiver of Legal Rights and Assumption of Risk and Indemnity 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 (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 kiteboarding activities (initial here____).
12. I hereby expressly recognize that this Release of Liability, Waiver of legal Rights and Assumption of Risk and Indemnity 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 by any of the undersigned (initial here____).

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND INDEMNITY AND FULLY UNDERSTAND ITS' CONTENTS. I SIGN OF MY OWN FREE WILL, WITHOUT ANY DURESS OR PENALTY, AND AGREE TO BE BOUND BY IT.

Signature of Participant

Name of Participant (please print)

Date

Signature of Parent or Guardian*

Signature of Witness

Date

*Guardian signature required for participants under the age of 18 years, and by their signature, release the claims of both minor and parent/guardian.