

**PERSONAL WATERCRAFT RENTALS – MINORS**

*(Kayaks, Surfboards, SUP, Boogie Boards, Skim Boards)*

**ASSUMPTION OF RISK, RELEASE OF LIABILITY & WAIVER OF CLAIMS  
AGREEMENT FOR MINOR PARTICIPANT**

In consideration of being allowed to use the facilities, vessels, and participate in personal watercraft use and other activities (collectively the “Activities”) provided by Kitty Hawk Kites, Inc. dba Kitty Hawk Kites, Kitty Hawk Surf Co., Carolina Outdoors, Life Is Good, Natural Life & listed subsidiaries’, Kitty Hawk Flight School, LLC, Kitty Hawk Kites of Florida, LLC, KHK Morningside, LLC dba Morningside, A Kitty Hawk Kites Flight Park (collectively referred to herein as the “Host”), the Participant, and the Participant’s parent(s) or natural guardian(s) do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host, its owners, affiliates, employees, agents and/or any entity to which the Host owes a contractual indemnification obligation, arising out of the inherent risks of participating in the Activities and/or use of the Host’s equipment (“Equipment”). As used herein, the term “Equipment” shall include, but not be limited to, personal watercraft;
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE ACTIVITIES AND USING THE EQUIPMENT;** and
- c) **TO RELEASE** the Host, its owners, affiliates, employees, agents and/or any entity to which the Host owes a contractual indemnification obligation, from all liability for any loss, damage, injury, or expense forming the basis for a claim and/or cause of action that the Participant [or his/her parent(s) or natural guardian(s)] may suffer, arising out of the inherent risks of participation in the Activities and/or use of the Equipment.

**Photography/Video Release**

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs/videos of Participant** in connection with Participant’s participation in the Activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

**Personal Responsibility**

**The Participant’s parent(s) or natural guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities or using the Equipment and that he/she is not participating against medical advice.**

**The Participant and his/her parent(s) or natural guardian(s) understand that Participant’s participation in the Activities and use of the Equipment is voluntary and further understand that they have the opportunity to inspect the Host’s vessels, Equipment, and facilities before any participation.**

**The Participant and his/her parent(s) or natural guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.**

**If, while participating in the Activities and/or using the Equipment, the Participant or his/her parent(s) or natural guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant’s personal safety or that of others, Participant and/or his/her parent(s) or natural guardian(s) will remove Participant from participation in the Activities and/or use of the Equipment and immediately bring said hazard or condition to the attention of the Host.**

**I, \_\_\_\_\_ (parent/natural guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Activities and using the Equipment can be reduced by following the rules and through the use of *common sense* and *good judgment*.**

## NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF KITTY HAWK KITES, INC. DBA KITTY HAWK KITES, KITTY HAWK SURF CO., CAROLINA OUTDOORS, LIFE IS GOOD, NATURAL LIFE & LISTED SUBSIDIARIES', KITTY HAWK FLIGHT SCHOOL, LLC, KITTY HAWK KITES OF FLORIDA, LLC, KHK MORNINGSIDE, LLC DBA MORNINGSIDE, A KITTY HAWK KITES FLIGHT PARK USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM KITTY HAWK KITES, INC. DBA KITTY HAWK KITES, KITTY HAWK SURF CO., CAROLINA OUTDOORS, LIFE IS GOOD, NATURAL LIFE & LISTED SUBSIDIARIES', KITTY HAWK FLIGHT SCHOOL, LLC, KITTY HAWK KITES OF FLORIDA, LLC, KHK MORNINGSIDE, LLC DBA MORNINGSIDE, A KITTY HAWK KITES FLIGHT PARK IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND KITTY HAWK KITES, INC. DBA KITTY HAWK KITES, KITTY HAWK SURF CO., CAROLINA OUTDOORS, LIFE IS GOOD, NATURAL LIFE & LISTED SUBSIDIARIES', KITTY HAWK FLIGHT SCHOOL, LLC, KITTY HAWK KITES OF FLORIDA, LLC, KHK MORNINGSIDE, LLC DBA MORNINGSIDE, A KITTY HAWK KITES FLIGHT PARK HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Florida, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

**Personal Flotation Devices**

I will wear a personal Flotation Device (PFD) at all times while operating personal watercraft and other activities during this rental. \_\_\_\_\_ **Initials**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Natural Guardian Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Natural Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_