

SANDBOARD RENTAL

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in Sandboard Rentals 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 the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, officers, and/or any entity to which the Host owes a contractual indemnification obligation. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, officers and/or any entity to which the Host owes a contractual indemnification obligation, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, officers and/or any entity to which the Host owes a contractual indemnification obligation to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, officers and/or any entity to which the Host owes a contractual indemnification obligation, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

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

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

The Participant and his/her parent(s) or legal 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, the Participant or his/her parent(s) or legal 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 legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Alcohol

I will not consume alcohol while participating in operating Sandboard Rentals and other activities: _____ **Initials**

I will not arrive inebriated prior to operating Sandboard Rentals and other activities: _____ **Initials**

I understand that Kitty Hawk Kites reserves the right to refuse any participants that show any signs of alcohol consumption prior to their scheduled rental. _____ **Initials**

Participant Name (Printed)

Participant Signature

Date

Parent/Guardian Name (Printed)

Parent/Guardian Signature

Date

**FOR JOCKEY'S RIDGE STATE PARK ONLY
STATE OF NORTH CAROLINA**

**Department of Natural and Cultural Resources
Division of Parks and Recreation
1615 Mail Service Center - Raleigh, NC 27699-1615**

Assumption of Risk & Release of Liability Agreement

I fully understand that hang gliding, paragliding, sandboarding, operating the 1902 Wright Glider and operating a stunt kite are inherently dangerous activities that involve a high amount of risk and acknowledge that such activities may result in death, serious injury, and/or property damage. I hereby agree to participate in these activities at my own risk and I fully assume the risk for any injury (including death), loss or damages, to my person, property or otherwise, of any kind resulting from such risks or any associated activities.

Understanding such, I agree to release, forever discharge, indemnify and hold harmless the State of North Carolina, the N.C. Department of Natural and Cultural Resources, the N.C. Division of Parks and Recreation, and any and all of their officers, employees, agents, representatives, successors and assigns, and all persons conducting, directly or indirectly, the hang gliding, paragliding, sandboarding, 1902 Wright Glider and/or stunt kite activities in which I, or any minor of which I am a parent or legal guardian, am participating (the "Released Parties"), from any and all claims, rights, liabilities, demands, actions, causes of action, damages, expenses, and costs, including but not limited to attorney's fees, which I or my heirs, personal representative, successor, assigns or anyone claiming by, through or under me ever had, now have, or may have against the Released Parties arising from any injury, damage, act or omission relating in any way to my participation with the activities offered or equipment provided by Kitty Hawk Flight School, LLC, or Kitty Hawk Kites, Inc. at, in, or near Jockey's Ridge State Park in Dare County, North Carolina.

I have read, fully understand and agree to the foregoing.

Participant Name (Printed)

Participant Signature

Date

Parent/Guardian Name (Printed)

Parent/Guardian Signature

Date