

Virginia Power Kites Waiver Form

Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction release of liability, waiver of legal rights, and assumption of risk

In consideration for the renting, purchasing, or leasing of kitesurfing, kiteboarding, and snow kiteboarding from **Virginia Power Kites** and/or the utilizing of the facilities, ground school instruction, premises, and equipment of **Virginia Power Kites** in engaging in the sport of kitesurfing, kiteboarding, wakeboarding, wakekiting, and kite traction instruction and related activities.

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 Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction activities involve action and recreational activity including travel in three dimensions and such activity is subject to mishap and even injury and death to participants. I understand I may suffer a broken limb, paralysis, or fatal injury while participating in Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction instruction.

Initial here _____

2. I further acknowledge that there are no warranties applicable to the purchase, rental, or lease of kitesurfing and power kiting equipment by me and that all warranties whether expressed or implied are excluded. There is no warranty of merchantability or that the said kitesurfing, kiteboarding, and snow kiteboarding equipment is fit for any purpose, and that I am accepting the said kitesurfing, kiteboarding, and snow kiteboarding equipment as is and I hereby acknowledge that I will personally examine the said equipment prior to my using of the same.

Initial here _____.

3. I hereby RELEASE AND DISCHARGE the town of Virginia Beach in the state of Virginia, and their officer, directors, elected officials, agents employees, instructors, kiteboarders, and owners of equipment and the land used for kitesurfing, kiteboarding, and power kiting 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, damages arising out of my participation in Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction activities, including, but not limited to, losses caused by the negligence of the released parties.

Initial here: _____.

4. I understand and acknowledge that Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction activities have inherent dangers that no amount of care, caution, or instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction 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 Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction 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 Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction 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 Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction activities.

Initial here: _____.

8. I agree that I will operate the said Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction activities 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 acknowledgment of the assumption of liability by me of all risks arising out of my engaging in Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction 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 Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction 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 Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction 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 Kitesurfing, kiteboarding, land kiteboarding, wakeboarding, wakekiting, and kite traction 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 is 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): _____