

## RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of receiving instruction in the sport of POWER KITING, the undersigned participant (and the parent or legal guardian of participant if participant is a minor), for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

**A. DEFINITIONS** – The following definitions apply to terms used in this Agreement:

1. “*POWER KITING*” means the use of a large kite for the purpose of having the kite provide significant pull or having the kite propel the participant, whether it be on land, sea or air, and whether or not it be in conjunction with a vehicle, board or other device. *POWER KITING* is a developing sport and examples of *POWER KITING* activities include, but are not limited to, kiteboarding, snowkiting, kite surfing, kite buggying, kiteskating, kite jumping, and manlifting. The listing of examples in this definition is not meant to limit, in any way, the scope of the definition of *POWER KITING*.
2. “*PARTICIPATION IN THE SPORT*” means engaging in the sport of *POWER KITING*, and includes all activities involving the setup, use and breakdown of *POWER KITING* equipment, and further includes the giving or receiving of assistance or instruction in the sport of *POWER KITING*.
3. “*SPORTS INJURIES*” means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by participant as a result of *PARTICIPATION IN THE SPORT* and/or as a result of the administration of any IKO programs (for example: the certification programs). If participant is under 18 years of age, the term “*SPORTS INJURIES*” means personal injury, bodily injury, property damage and/or any other personal or financial injury sustained by participant as well as personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by participant’s parents or legal guardians, as a result of participant’s *PARTICIPATION IN THE SPORT* and/or as a result of the administration of any IKO programs.
4. “*RELEASED PARTIES*” means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, representatives, examiners, trainers, certified instructors, certified schools, independent contractors, sub-contractors, lessors and lessees:
  - a) The International Kiteboarding Organization (IKO);
  - b) Each of the person(s) sponsoring and/or participating in the administration of participant’s IKO certification(s);
  - c) Each of the Power Kiting organizations that are affiliated in any way with the IKO, such as schools, clubs, non-profits, etc... ;
  - d) The United States of America (U.S.A.) and each of the city(ies), town(s), county(ies), State(s) and/or other country(ies), political subdivisions or governmental agencies within whose jurisdictions participant *PARTICIPATES IN THE SPORT*;
  - e) Each of the property owners on or over whose property participant may *PARTICIPATE IN THE SPORT*;
  - f) All persons involved, in any manner, in the sports of *POWER KITING* at the site(s) where participant *PARTICIPATES IN THE SPORT*. “All persons involved” includes, but is not limited to, spectators, power kites, vessel operators, assistants, drivers, schools, instructors, observers, trainers, examiners and the owners of any involved equipment; and
  - g) All other persons lawfully present at the site(s) during participant’s *PARTICIPATION IN THE SPORT*.

**B.** I FOREVER RELEASE AND DISCHARGE THE *RELEASED PARTIES* FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I MAY HEREAFTER HAVE FOR *SPORTS INJURIES*, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF ANY OF THE *RELEASED PARTIES*, TO THE FULLEST EXTENT ALLOWED BY LAW.

**C.** I WILL NOT SUE OR MAKE A CLAIM against any of the *RELEASED PARTIES* for loss or damage on account of *SPORTS INJURIES*. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorney’s fees and costs of the *RELEASED PARTIES*.

**D.** I AGREE THAT this Agreement shall be governed by and construed in accordance with the laws of the State of California, USA. All disputes and matters whatsoever concerning *SPORTS INJURIES* or arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in the State of California, U.S.A. to the exclusion of the Courts of any other State or Country. However, if an occurrence giving rise to *SPORTS INJURIES* takes place outside the U.S.A, its territories or possessions, then any dispute concerning those *SPORTS INJURIES* shall be litigated, if at all, in and before a court located in the country of the occurrence. (*continued overleaf...*)

## RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT (cont.)

- E. SEVERABILITY. If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.
- F. CONSTRUCTION. This agreement shall apply to any and all *SPORTS INJURIES* occurring at any time after the execution of this agreement. This agreement is in addition to and is not intended to replace any other agreements related to liability for *SPORTS INJURIES* that participant (or participant's parents or legal guardians) may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, participant (and participant's parents or legal guardians) intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.
- G. I REPRESENT THAT participant is at least 18 years of age, or, that I am the parent or legal guardian of participant and am making this agreement on behalf of myself and participant. If I am the parent or legal guardian of participant, I AGREE TO INDEMNIFY AND REIMBURSE the *RELEASED PARTIES* for their defense and indemnity from any claim or liability in the event that participant suffers *SPORTS INJURIES* as a result of *PARTICIPATION IN THE SPORT*, even if caused in whole or in part by the action, inaction or negligence (whether active or passive) of any of the *RELEASED PARTIES*, to the fullest extent allowed by law.
- H. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF *SPORTS INJURIES*, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE (WHETHER PASSIVE OR ACTIVE) OF THE *RELEASED PARTIES*, TO THE FULLEST EXTENT ALLOWED BY LAW.

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I HAVE READ THIS AGREEMENT; I FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN POWER KITING AND THAT ACTION, INACTION OR NEGLIGENCE OF OTHERS CAN INCREASE THOSE DANGERS; I FURTHER UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PREVENT ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED IN CONNECTION WITH PARTICIPANT'S *PARTICIPATION IN THE SPORT*.

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