

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK STATEMENT

In consideration of the services of Kite Adventures, LLC, their agents, owners, officers, volunteers, participants, guides, instructors, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "KA"), I hereby agree to release and discharge KA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follow:

1. I acknowledge that the tour, trip or expedition (herein after collectively referred to as "activity") entails known and unanticipated risks, which could result in physical, or emotional injury, paralysis death or damage to myself, to property, or to third parties. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be causes of loss of or damage to your equipment, accidental injury or illness or in extreme cases, permanent trauma or death. KA does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include:

- Being lifted (lofted) by the kite and then dropped or even slammed onto the ground
- Severe cuts (lacerations) due to contact with kite lines under tension, or boat propeller.
- Unpredictable contact with sea life: Sting rays, sharks, sea turtles, Jellyfish, etc.
- Unknown underwater conditions/ objects: Sharp shells, broken glass, oyster beds, rebar, concrete, crab-traps, etc.
- Being dragged by the kite.
- Changes in weather conditions: Increasing wind, lightning, water spouts, updrafts, etc.
- Equipment malfunction. (Lines can get twisted, tangled, or break, allowing the kite to behave unpredictably.)
- Kiteboarding poses risks of injury or even death.

Furthermore, KA guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain, they may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3 I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of KA has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards and dangers associated with it.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KA from any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or my use of KA's equipment or facilities, including any such claims which allege negligent acts or omissions of KA.

5. Should KA or anything acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

7. In the event that I file a lawsuit against KA, I agree to solely in New York and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of the state.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against KA on the basis of any claim from which I have released them herein. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I fully understand and do agree to all of the statements and conditions contained in the PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK STATEMENT as detailed in this document. I am aware that this is a release of liability and a legally binding and enforceable contract between myself and Kite Adventures, LLC. And I sign it of my own free will.

Signature of Participant

Today's Date

Full Legal Name of Participant

Name and Date of Activity

If under 18, Signature of Parent or Guardian
Relationship