

**KITESOURCE.CA**

**Participation/Purchase Agreement, Indemnification Clause and Liability Waiver**

<b>Participant/Purchaser Name:</b> _____
<b>Date of Birth:</b> _____ <b>Age:</b> _____ <b>Sex:</b> <b>M</b> <b>F</b> (circle one)
<b>If under age 18, Name of Parent or Guardian:</b> _____ (If Participant is under age 18, Parent must sign in front of KITESOURCE employee or form must be notarized.)
<b>Home Phone:</b> _____ <b>Mobile Phone:</b> _____
<b>Emergency Contact:</b> _____
<b>Emergency Phone:</b> _____
<b>Address:</b> _____
<b>City:</b> _____ <b>Province:</b> _____ <b>Postal Code:</b> _____
<b>Email Address:</b> _____

I, (print name) \_\_\_\_\_, being eighteen or older in age, or the parent or legal guardian of the above-named Participant/Purchaser who is under age 18, in consideration of the products and/or services provided by KITESOURCE \_\_\_\_\_ (“KITESOURCE”), the amount charged for those products and/or services, and the right to engage in the Participation Activities (including, but not limited to, kitesurfing, kiteboarding, kite skating, and kite ground boarding (“Kiting”)) as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with KITESOURCE, its partners, agents and employees on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

**ACKNOWLEDGMENT OF RISKS:** I UNDERSTAND AND ACKNOWLEDGE that the Products which I (all references to I, me, myself or my, refer to my minor child if I am signing on behalf of my minor child) will purchase and/or Participation Activities in which I am about to voluntarily engage, are considered to be included within the category of Extreme Sports, and bear certain anticipated and unanticipated risks that could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL DAMAGE to myself, to my property or to other parties or their property.

These risks include but are in no way limited to the following:

- 1) Being lifted (lofted) by the kite and then dropped or even slammed onto, into or against water, the ground, slopes, trees, bushes, buildings, and other animate or inanimate objects;
- 2) Severe cuts (lacerations) due to contact with kite lines under tension;
- 3) Unpredictable contact with sea life (e.g., sting rays, sharks, sea turtles, jelly fish, etc.) or wildlife;
- 4) Unknown water or land conditions (e.g., sharp shells, broken glass, oyster beds, rebar, concrete, etc.);
- 5) Being dragged by the kite;
- 6) Changes in weather conditions (e.g., increasing wind, updrafts, lightning, water spouts, snow squalls, etc.);

- 7) Equipment malfunction (as Kiting is still a new sport and the safety gear is not 100% reliable so that, e.g., lines can get twisted, tangled, or break, allowing the kite to behave unpredictably);
- 8) The acts or omissions or negligence in any degree of KITESOURCE, or any of its partners, agents, or employees (collectively the “Released Parties”);
- 9) Latent or apparent defects or conditions in equipment or property supplied by KITESOURCE, or other persons or entities;
- 10) My own physical condition and skill level or my own acts or omissions;
- 11) First aid, emergency treatment or other services rendered by KITESOURCE or others;
- 12) Consumption of any food or drink, whether or not provided by KITESOURCE or others, and untreated water from the environment.

**I UNDERSTAND AND ACKNOWLEDGE** that the above list is not complete or exhaustive, and that other risks, known or unknown, identified, or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease or damage to myself or to my property or to other parties and their property.

**ACCEPTANCE OF RISK AND RESPONSIBILITY:** I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE to myself or to my property or other parties and their property arising from my purchase of the Products and/or participation in the Participation Activities. My participation in the Participation Activities is purely voluntary; no one is forcing me to participate in spite of the risks.

**MEDICAL CARE, PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS:** I UNDERSTAND AND ACKNOWLEDGE that no medical or accident insurance benefits will be provided to me during participation or viewing of, the Participation Activities. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury or property damage that I may incur while participating in the Participation Activities, and to cover bodily injury or property damage caused to another party as a result of my participation in the Participation Activities. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in the Participation Activities. I give my consent and permission to KITESOURCE and medical personnel to obtain or administer on my behalf or on behalf of my minor child, first aid and emergency medical treatment in case of sickness, accident, injury and to secure medical care at my expense and to make decisions concerning medical care if I am unable to do so or if in the case of my minor child, I am unable to be reached. I give consent for drug testing to be performed in the event of any accident or during the course of any medical care or treatment for myself or my minor child.

**RELEASE:** I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE ANY OF THE RELEASED PARTIES, from or for any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my purchase of any KITESOURCE product(s) and/or my participation in the Participation Activities, including, but not specifically limited to any and all negligence, fault or strict liability of any of the Released Parties for any and all injury, death, illness or disease, and damage to myself or to my property. I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY EACH OF THE RELEASED PARTIES from all liability, claims, demands, actions or rights of action, damages, defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to other parties as a result of my purchase of any KITESOURCE product(s) and/or in the course of my participation in the Participation Activities. I FURTHER AGREE, PROMISE AND COVENANT NOT TO USE, ASSERT OR OTHERWISE MAINTAIN ANY CLAIM AGAINST ANY OF THE RELEASED PARTIES, for any injury, death, illness and disease, or damage to myself or to my property, arising from or connected with my purchase of any KITESOURCE product(s) and/or my participation in this activity or from any claims asserted against me by other parties. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED AS A RESULT OF MY PURCHASE OF ANY KITESOURCE PRODUCT(S) AND/OR WHILE I AM ENGAGED IN THE PARTICIPATION ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES EVEN IF ANY OF THE RELEASED PARTIES NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE. This agreement shall be binding upon the heirs, legal representatives, executors and administrators of the participant and is for the benefit of the Released Parties, KITESOURCE and their heirs, successors and assigns.

**ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT:** I UNDERSTAND AND ACKNOWLEDGE that by initialing and/or signing this document I have given up certain rights and/or possible claims which I might otherwise assert or maintain against the Released Parties, including specifically, but not limited to, rights arising from or claims for the acts or omissions, fault, negligence in any degree of any of the Released Parties. I understand and acknowledge that by signing this document, I HAVE ASSUMED RESPONSIBILITY AND LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by other parties against me as a result of my participation in the Participation Activities.

**RULES AND REGULATIONS:** RULES INCLUDE BUT ARE IN NO WAY LIMITED TO THE FOLLOWING:

1. Persons may not participate in activities unless they have a signed liability waiver on file with KITESOURCE. If a participant is under age 18, their parent or legal guardian must sign this document in the presence of a KITESOURCE employee or a notary public (there are no exceptions to this rule);

2. Participants under the age of 18 must wear all available safety gear, including, but not limited to, helmet, elbow, wrist guards and knee pads, while engaging in the Participation Activities. All Participants over 18 are encouraged to wear a helmet;
3. Participants must engage in Participation Activities in a safe manner at all times and avoid collisions with other persons; and
4. Participants must obey the safety instructions of KITESOURCE staff at all times.

**ENTIRE AGREEMENT:** I understand that this is the entire agreement between KITESOURCE and me, that it is for the benefit of all Released Parties, and that it cannot be modified or changed in any way by the representations or statements of KITESOURCE or any employee or agent of KITESOURCE or any of the Released Parties or by me. I am at least 18 years of age, of sound mind, and not under the influence of any drugs or alcohol at this time; I agree to follow any and all rules and instructions of KITESOURCE including but not limited to the no drug/ no alcohol policy while participating in Participation Activities; I am in good health, suffering from no physical disabilities which might impair my capabilities. My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms. If I am the parent or guardian of the Participant/Purchaser, I agree to be bound by the terms and conditions of this agreement and shall be responsible for the actions of the Participant/Purchaser.

*\*DO NOT Sign this if you do not Understand the contents of the agreement*

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**Participants/Purchaser Signature** **Date**

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**Signature of Parent or /Guardian** **Date**

(Must be signed in front of KITESOURCE employee or form must be notarized.)

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(ONLY FILL this in if NOT in presence of a KITESOURCE Employee)

**Sworn to and subscribed before me on the** \_\_\_\_\_ **day of** \_\_\_\_\_, 20\_\_\_\_\_

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**Notary Public** **Date**

**City & Province:** \_\_\_\_\_