PERSONAL WATERCRAFT

(Kayaks, Surfboards, SUP, Boogie Boards, Skim Boards, Kiteboarding Equipment, etc.)

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, vessels, and participate in operating personal watercraft 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. As used herein, the term "Equipment" shall include, but not be limited to, personal watercraft;

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.

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, facilities, and vessels 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.

_____	_____	_____
Participant Name (Printed)	**Participant Signature**	**Date**
_____	_____	_____
Parent/Guardian Name (Printed)	**Parent/Guardian Signature**	**Date**

RENTAL INFORMATION & AGREEMENT

CUSTOMER/RENTER: _____ PHONE: _____

HOME ADDRESS: _____

EMAIL:_____

QTY	ITEM DESCRIPTION	DURATION	ITEM PRICE	TOTAL

ADDITIONAL ACCESSORIES INCLUDED IN RENTAL:

_____

RENTAL AGREEMENT

All equipment will be inspected for damage(s) before and after the rental period. Should the equipment be lost, stolen, or damaged during the rental period, the renter will be financially responsible for the repair or replacement costs. By signing here, I authorize Kitty Hawk Kites / Kitty Hawk Surf Co. / Morningside Flight Park to charge my credit card for any damaged or lost items described on this form.

_____	_____
Renter Signature	**Date**

EMPLOYEE USE ONLY

PICK-UP	RETURN
DATE/TIME:_____	**DATE/TIME:_____**
EMPLOYEE:_____	**EMPLOYEE:_____**