



**TYPE OF SERVICE:**

- Kayak Tour
- Surf Lesson
- Surf Camp
- Overnight Trip
- School Group
- Coastal Explorer Camp
- Kayak Rental

**HOW DID YOU LEARN ABOUT US?**

- Radio
- TV
- Billboard
- Friend
- Windsurfing Magazine
- Outer Banks Visitors' Guide
- Newspaper
- Kayaking Magazine
- Sunny Day
- Drive By
- Internet
- Brochure/Rack Card
- Coupon Book
- Other: \_\_\_\_\_

(Please print carefully!)

# Activity Application Form

ALL PARTICIPANTS MUST COMPLETE A WAIVER & RENTAL AGREEMENT

NAME		DATE	
STREET			
CITY		STATE	ZIP
TELEPHONE	AGE	OCCUPATION	
EMAIL		CARE TO BE ON OUR MAILING LIST? <input type="radio"/> YES <input type="radio"/> NO	

**IMPORTANT:**

By registering for this activity, you agree that you are in good health with no physical limitations for the activity and that you will obey all rules and safely operate the equipment.

In Case of Emergency, please contact: Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Local Address or Where You are Staying: \_\_\_\_\_ Telephone: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

**RENTER/PARTICIPANT MUST INITIAL EACH OF THE FOLLOWING STATEMENTS:**

- \_\_\_\_\_ Renter/Participant agrees to wear US Coast Guard approved flotation vest (PFD's) at all times while operating the kayak.
- \_\_\_\_\_ Renter/Participant agrees to an overtime or late charge if the rental equipment is not returned on time.
- \_\_\_\_\_ Renter/Participant signifies he/she is experienced and/or willing to safely operate the rented item.
- \_\_\_\_\_ Renter/Participant agrees to pay a \$75.00 fee for towing or retrieval of equipment.
- \_\_\_\_\_ Renter/Participant agrees to reimburse for any damages to rented item that he/she causes, or for loss of the item.
- \_\_\_\_\_ Renter/Participant agrees damages, retrieval, overtime or late charges may be deducted from deposit, or open credit card security.

**DECLARATION OF FITNESS TO OPERATE PERSONAL WATERCRAFT**

I hereby declare that I am physically fit. I do not, and have not suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during operation of rental kayak, surfboard or other personal watercraft.

bronchitis, asthma, rheumatic fever, thyroid, adrenal or other glandular disorder, recent blood donation or any condition that requires regular use of drugs.

form I still choose to participate in the activity with the rental property and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions.

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Personal Watercraft Rental, kayak tour, surf lesson, overnight trip or surf camp, Coastal Explorer Camp or School Group tour I will notify the Rental Operation Manager or appropriate staff member immediately and before leaving the premises.

Even if I have a health condition as stated above which I may be unaware, by signing this

**I HAVE READ THE ABOVE DECLARATIONS, UNDERSTAND THEM, AND I AGREE TO BE BOUND BY THEM.**

SIGNATURE OF ADULT PARTICIPANT \_\_\_\_\_ NAME OF ADULT PARTICIPANT (PLEASE PRINT) \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF PARENT OR LEGAL GUARDIAN ON BEHALF OF A MINOR \_\_\_\_\_ NAME OF PARENT OR LEGAL GUARDIAN (PLEASE PRINT) \_\_\_\_\_ DATE \_\_\_\_\_  
 RELEASING ALL CLAIMS THAT BOTH THEY AND I HAVE

NAME OF MINOR (PLEASE PRINT) \_\_\_\_\_ DATE \_\_\_\_\_

**PERSONAL WATERCRAFT RENTAL  
OPERATIONS, KAYAK TOUR, SURF LESSON,  
SURF CAMP, OVERNIGHT TRIP, COASTAL  
EXPLORER CAMP AND SCHOOL GROUP WAIVER  
OF CLAIMS, EXPRESS ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT**

*I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and/or regulation or policy that may impact its enforceability.*

**RELEASE OF LIABILITY, WAIVER OF CLAIMS  
AND INDEMNITY AGREEMENT**

In consideration of being allowed to participate in the above-described activities, as well as the use of any of the facilities and the use of equipment of the below listed releasees, I hereby agree as follows:

*Please read and be certain you understand the implications of signing. Express Assumption of Risk Association with use of rental of Personal Watercraft, Kayak Tours, Surf Lessons, Surf Camps, Overnight Trips, Coastal Explorer Camps, School Group and Related Activities*

1. To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against all of the following named persons or entities herein referred to as releasees.

**Kitty Hawk Kayaks: Kayak & Surf School  
Kitty Hawk Kayak and Surf School, LLC  
Kitty Hawk Surf Co  
Kitty Hawk Kites Inc, and Kitty Hawk Flight School**

I, \_\_\_\_\_

PLEASE PRINT FIRST NAME, MIDDLE NAME & LAST NAME

do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with non-motorized (e.g. kayak or surf board) and related water sport and land based activities to which I am about to engage, including but not limited to:

1. changing water flows, tides, currents, wave action, and ship's wakes;
2. collision with any of the following;
  - a. other participants,
  - b. the watercraft,
  - c. other watercraft,
  - d. man-made or natural objects,
  - e. the ocean or sound floor;
3. wind shear, inclement weather, lighting, variances and extremes of wind, weather, temperature and changing swell size;
4. my sense of balance, physical condition, ability to operate equipment, swim, and/or follow directions;
5. collision, capsizing, sinking, or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon water or the ocean floor, injection of water into my body orifices, and/or drowning;
6. the presence of both land and marine insects, flora and fauna;
7. equipment failure or operator error;
8. heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
9. fatigue, chill and/or reaction time and increased risk of an accident

I specifically acknowledge that I have read, understand and agree to abide by the guide, instructor and Operational Instructions at all times and that I have been trained in the safe use of water sport equipment to my complete satisfaction, and I am physically and mentally able to participate in the water and other related activities to which I am about to engage.

OWNER (COMPANY AND/OR INDIVIDUAL)

SCHEDULED PERSONAL WATERCRAFT

SHUTTLE VEHICLE (IF APPLICABLE)

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, vehicles and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise, with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

**I HAVE READ THE ABOVE DECLARATIONS, UNDERSTAND THEM, AND I AGREE TO BE BOUND BY THEM.**

SIGNATURE OF ADULT PARTICIPANT \_\_\_\_\_ NAME OF ADULT PARTICIPANT (PLEASE PRINT) \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF PARENT OR LEGAL GUARDIAN ON BEHALF OF A MINOR \_\_\_\_\_ NAME OF PARENT OR LEGAL GUARDIAN (PLEASE PRINT) \_\_\_\_\_ DATE \_\_\_\_\_  
RELEASING ALL CLAIMS THAT BOTH THEY AND I HAVE

NAME OF MINOR (PLEASE PRINT) \_\_\_\_\_ DATE \_\_\_\_\_

**OFFICE USE ONLY**

CLERK NAME CHECKED OUT: \_\_\_\_\_ # OF PFD'S PROVIDED: \_\_\_\_\_

EQUIPMENT TYPE: \_\_\_\_\_ DATE/TIME OUT: \_\_\_\_\_

AMOUNT PAID: \_\_\_\_\_ DATE/TIME IN: \_\_\_\_\_

DEPOSIT OR SECURITY PROVIDED: \_\_\_\_\_ CLERK NAME CHECKED IN: \_\_\_\_\_