OBX PARASAIL, LLC AND KITTY HAWK KITES, INC.

PARASAILING WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. Definitions. The person who is participating in parasailing shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean **OBX Parasail, LLC, Kitty Hawk Flight School LLC, Kitty Hawk Kites Inc., Marian Meekins, and J.A. Davis** or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means taking part in parasailing, and using the parasailing facilities for any purpose.

2. Risks of Activity. The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: water flow, tides, currents, wave action, wakes, collisions with other participants, watercraft and other manmade and natural objects, wind shear, weather conditions, lightning, capsizing, sinking, exposure to elements, drowning, marine life, equipment failure and/or defects, slips, falls, operator error, mental distress from exposure to any of the above; and negligence of others. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

3. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the activity, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

(c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

4. Minor Acknowledgment. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

5. Medical Care. Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

6. Declaration of Fitness. Undersigned hereby declare that Participant is physically fit and has not suffered from any of the following conditions, which may lead to a dangerous situation with regard to other persons Participant during the Activity:

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 addition, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

_____ Initial

Undersigned hereby declare that Participant has no physical or mental condition that should preclude Participant from participating in the Activity, that Participant is not participating against medical advice or treatment, and that Participant has not been diagnosed by a registered doctor as having a terminal illness. Even if Participant has a health condition as stated above of which Undersigned are unaware, by signing this form, Participant still chooses to participate in the activity of Parasailing and Undersigned agree to waive all responsibilities to all parties mentioned in the Parasailing Warning, Assumption of Risk, Release of Liability & Indemnification Agreement as set forth above.

Undersigned further declare that in the event that Participant feels ill or unwell, has any physical complaints whatsoever or if an injury is sustained of any kind during the course of the Activity, Participant will notify the Captain of the Parasail vessel immediately and before disembarking from the vessel.

7. Miscellaneous. The Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of North Carolina, and the exclusive jurisdiction for any claim shall be the District or Superior Court of Dare County, North Carolina or the federal court of the State of North Carolina; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigneds that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

_____ _____

Printed Name of Participant Signature of Participant Date

_____ _____

Printed Name of Parent/Legal Guardian #1 Signature of Parent/Legal Guardian #1 Date

_____ _____

Printed Name of Parent/Legal Guardian #2 Signature of Parent/Legal Guardian #2 Date

_____

Address Telephone

Emergency Contact:_____

Printed Name Telephone Name/Relation

If you cannot sign because of any of the above conditions listed in Declaration of Fitness, you must notify the Captain immediately before you leave shore or board the Parasail Vessel. Attention of the Captain/Authorized Insure Only (Counter-Sign upon full and correct completion)

S/_____ _____ _____

Counter-Signature of Authorized Insured **Name of Authorized Insured (Print)** **Date**

☐ Please check box if you have seen the Parasailing Safety Video prior to boarding the vessel.

_____ Initial