

## **Upwind Kite School Barbados - Waiver Form**

## KITESURFING LESSON RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

- 1. ASSUMPTION OF RISK / WARNING AS TO RISK: I am aware that kitesurfing involves certain inherent risks, obvious risks, dangers and hazards which can result in serious personal injury or death to myself and/or others. I agree to accept any and all known and unknown risks of injury while using this equipment.
- 2. I understand and acknowledge that kitesurfing activities have inherent dangers that no amount of care, caution, instructions or expertise can totally eliminate.
- 3. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN KITESURFING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ANY PARTY. THIS APPLIES TO INSTRUCTION AND HIRE OF EQUIPMENT, BOTH NOW AND IN THE FUTURE.
- 4. I further agree that I WILL NOT SUE OR MAKE A CLAIM against any party for damages or other losses sustained as result of my participation in kitesurfing activities.
- 5. I further represent that I am at least 18 years of age; or that as the parent or legal guardian I waive and release any legal rights to me or to my minor child as a result of any injury that my son or daughter (minor) may suffer while engaging in kitesurfing activities.
- 6. By signing this form I acknowledge that I do not have any medical conditions that will affect my ability to participate in this sport or endanger other participants should there be an accident. I further confirm that I am a strong swimmer and am able to swim at least for 15min in open water.