



Release of Liability, Waiver form of Legal Rights and Assumption of Risk

In consideration for the renting and/or purchasing of kiteboarding or SUP (stand up paddle) equipment, and/or utilizing the facilities, ground school, kiteboarding or SUP instruction, premises, and equipment of

SOUTHERN CALIFORNIA KITEBOARDING, also dba SoCal Kitesurfing

I hereby acknowledge and agree that:

1. The participation of kiteboarding or SUP can result in mishap and even injury and I hereby **RELEASE AND DISCHARGE** SOUTHERN CALIFORNIA KITEBOARDING and their officers, directors, elected officials, agents, subagents, employees, instructors, and owners of equipment and the land used for kiteboarding and SUP activities (hereinafter collectively referred to as "Released Parties"), from any and all liability, claims, demands, or causes of action that I may hereafter have for injuries, disability, death, or damages arising out of my participation in kiteboarding activities, including, but not limited to, losses caused by the negligence of the released parties.
2. I understand and acknowledge that kiteboarding & SUP activities have inherent dangers that no amount of care, caution, instruction, or expertise can totally eliminate. **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF PERSONAL INJURY OR DEATH SUSTAINED WHILE PARTICIPATING IN KITEBOARDING OR SUP ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES** and I further agree that I will not sue or make a claim against the Released Parties for damages or other losses sustained as a result of my participation in kiteboarding or SUP activities. I also agree to indemnify and hold the released parties harmless from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in kiteboarding or SUP activities.
3. I agree that I will operate the said kiteboarding and/or SUP equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.
4. I have read and understand the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgment of the assumption by me of all risks arising out of my engaging in kiteboarding or SUP activities.
5. I further represent that this release of liability, waiver of legal rights and assumption of risk shall continue in full force and effect for so long as I engage in kiteboarding or SUP activities which are in any way connected to or with the Released Parties.
6. 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 and all legal rights that may accrue to me or to my minor child as the result of any injury that my son or daughter (minor) may suffer while engaging in kiteboarding or SUP activities.
7. I agree to pay for any repairs for damages or loss of equipment rented, and authorize the use of the credit card on file to cover such costs, and any additional costs of collection required.
8. I further release and authorize use any photos and/or videos taken during the lesson for use on the website, or any other promotional use by Southern California Kiteboarding.

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

Adult Student

Signature

Date

Minor Student & Parent's Name

Signature of Parent or Guardian

Date