

BOARD SURFING, KITE SURFING, KITEBOARDING, WINDSURFING, WAKEBOARDING, AND STAND-UP PADDLE BOARDING RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK

In consideration for the renting, purchasing or leasing of Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding from Indo Jax Surf School/Wrightsville Wake School and/or the utilizing of the facilities, ground school, instruction, premises and equipment of Indo Jax Surf School/Wrightsville Wake School in engaging in the sport of Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding ground instruction and related activities, (hereinafter collectively called “Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding”), I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap and even injury to participants. I understand I may suffer a broken limb, paralysis or fatal injury while participating in the sport of Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding. **(Initial here:)**

2. I hereby RELEASE AND DISCHARGE Indo Jax Wrightsville Wake School; Wrightsville Wake School; Wrightsville Wake School, LLC; Portland Development Group, Inc.; Viorel Family Inc.; John Samuel Baker; Jack Viorel; Jeff Murtha in the State of North Carolina, the City of Wilmington, and their officer, directors, elected officials, agents, employees, instructors, pilots, and owners of equipment and the land used for Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding activities (hereinafter collectively referred as to “Released Parties”), from any and all liability, claims, demands or causes of action that I may hereafter have for injuries/damages arising out of my participation in Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. **(Initial here:)**

3. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding equipment by me and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID BOARD SURFING, KITE SURFING, KITEBOARDING, WINDSURFING, WAKEBOARDING, AND STAND-UP PADDLE BOARDING IS FIT FOR ANY PURPOSE, and that I am accepting the said Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding equipment as is and I hereby acknowledge that I will personally examine the said equipment prior to my using of the same. **(Initial here:)**

4. I understand and acknowledge that Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN BOARD SURFING, KITE SURFING, KITEBOARDING, WINDSURFING, WAKEBOARDING, AND STAND-UP PADDLE BOARDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. **(Initial here:)**

5. 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 Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding activities. **(Initial here:)**

6. 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 Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding activities. **(Initial here: _____)**

7. I will take responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding activities. **(Initial here: _____)**

8. I agree that I will operate the said Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual. **(Initial here: _____)**

9. I have read and understood the above and acknowledge the same constitutes a release of liability and a waiver of my legal rights and also acknowledgment of the assumption of liability by me of all risks arising out of my engaging in Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding activities. **(Initial here: _____)**

10. 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 Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding activities which are in any way connected to or with the Released Parties. **(Initial here: _____)**

11. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for whom I am (adult) legal guardian or I may suffer while engaging in Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding activities. **(Initial here: _____)**

12. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-up Paddle Boarding activities including any claims by the negligence of the Released Parties by any of the undersigned. **(Initial here: _____)**

I do NOT consent to the use of photographs or likeness of me taken by Indo Jax Surf School and/or Wrightsville Wake School for their own purposes.

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

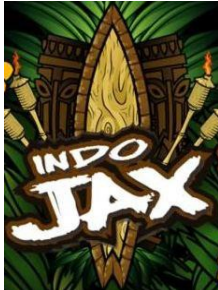
This the _____ day of _____, 20 _____

Signature of Adult Participant Name of Minor Child

Signature of Parent or Guardian of Minor Child

Name of Adult Participant (Please Print)

Name of Parent or Guardian of Minor Child (Please Print)



DECLARATION OF FITNESS FOR BOARD SURFING, KITE SURFING, KITEBOARDING, WINDSURFING, WAKEBOARDING, AND STAND-UP PADDLE BOARDING

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 Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-Up Paddle Boarding.

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

Even though I have a health condition as stated above, by signing this form I still choose to participate in the activity of Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-Up Paddle Boarding and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions.

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 Board Surfing, Kite Surfing, Kiteboarding, Windsurfing, Wakeboarding, and Stand-Up Paddle Boarding activities, I will notify the instructor immediately.

I have read the above Declarations, understand them, and I agree to be bound by them.

Signature of Adult Participant

Date

Name of Adult Participant (Please Print)

Address of Adult Participant

Phone

Signature of Parent or Guardian if Participant is a Minor

Name of Parent or Guardian (Please Print)

Date

And by their signature, they on my behalf release all claims that both they and I have.

Address of Parent or Guardian

Phone

Name of Minor (Please Print)

Date

If you cannot sign the above declaration because of any of the above conditions, you must notify the instructor before commencing any activity.

Attention of the Instructor/Authorized insured Only (Counter-Sign upon full and correct completion)

Counter-Signature of Authorized Insured

Name of Authorized Insured

Date



Student Registration Form for Surfing, Kiteboarding, Wakeboarding, and Paddle Boarding Lessons

Student's Name	Parent or Guardian's Name (if student is under 18)		
Address, City, State, Zip			
Day Phone	Evening Phone		
Emergency Contact Name	Emergency Contact Phone		
Email Address			
Student's Age	Student's Height	Student's Weight	Student's Shoe Size
Student's Swimming Ability			
Known Allergies			
Comments, Special Needs, Medical Conditions we should know about:			
Type of Lesson (Please circle all that apply)			
Surfing	Wakeboarding		
Kiteboarding	Paddle Boarding	Other	
Date, time, and place (ie. Wrightsville Beach, Carolina Beach, etc.) of lesson			

How did you hear about us?