

# WAIVER FORM

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## Welcome to Surf Culture Canada Kiteboarding School!

PLEASE PRINT CLEARLY AND FILL OUT COMPLETELY

NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

AGE \_\_\_\_\_ WEIGHT \_\_\_\_\_ SEX \_\_\_\_\_

OCCUPATION \_\_\_\_\_

MEDICAL CONDITIONS WE SHOULD KNOW ABOUT \_\_\_\_\_

WHO TO NOTIFY IN CASE OF EMERGENCY \_\_\_\_\_

TEL # \_\_\_\_\_, RELATIONSHIP TO YOU \_\_\_\_\_

DATE OF LESSON \_\_\_\_\_ LOCATION: **MITCHELL'S BAY** TIME OF LESSON \_\_\_\_\_

IS THIS YOUR FIRST KITE SURFING LESSON WITH SURF CULTURE CANADA? \_\_\_\_\_

HOW MANY KITE SURFING LESSONS HAVE YOU HAD WITH SURF CULTURE CANADA? \_\_\_\_\_

MAY WE ADD YOU TO OUR KITE SURFING MAILING LIST? \_\_\_\_\_

DO YOU PLAN ON CONTINUING YOUR KITE SURFING TRAINING? \_\_\_\_\_

IN CONSIDERATION for the renting, purchasing, or leasing of kite surfing equipment from Surf Culture Canada and/or the utilizing of the facilities, ground school, instruction, premises, and equipment of Surf Culture Canada in engaging in the sport of kitesurfing, ground instruction, water instruction, and related activities (hereinafter collectively called "Kite Surfing Activities"), I hereby understand and agree to this release of liability, waive of legal rights, and assumption of risk, and to the terms hereof as follows:

1. I acknowledge that Kitesurfing 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 kite surfing.

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2. I further acknowledge that there are no warranties applicable to the purchase of the Kitesurfing equipment by me and that all warranties whether expressed or implied are excluded. **THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID KITE SURFING EQUIPMENT IS FIT FOR ANY PURPOSE.** I am accepting the said Kitesurfing equipment as is and I hereby acknowledge that I will personally examine the said Kite Surfing equipment prior to my using the same.

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3. I hereby **RELEASE AND DISCHARGE** Surf Culture Canada, the Province of Ontario and their officers, directors, elected officials, agents, employees, instructors, lessors, and owners of equipment and the land used for Kitesurfing Activities (hereinafter referred to as "Released Parties"), from any and all liability, claims, demands, or causes of action that I may hereafter have for injuries, disability, or death, or damages arising out of my participation in Kite Surfing Activities, including, but not limited to, losses **CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.**

Initial Here \_\_\_\_\_

4. I understand and acknowledge that Kitesurfing Activities have inherent dangers that no amount of care, caution, instruction, or expertise can totally eliminate. I **EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN KITE SURFING 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 Kitesurfing Activities.

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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 Kitesurfing Activities.

Initial Here \_\_\_\_\_

7. I will take full 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 Kitesurfing Activities.

Initial Here \_\_\_\_\_

8. I agree that I will operate the said Kitesurfing 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 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 Kitesurfing 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 Kitesurfing 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 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 Kitesurfing Activities.

Initial Here \_\_\_\_\_

12. I hereby expressly recognize this Release of Liability, Waiver of Legal Rights, and Assumption of Risk is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in Kite Surfing Activities including any claims by the negligence of the Released Parties.

Initial Here \_\_\_\_\_

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

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Name of Adult Student of  
Surf Culture Canada Facilities

\_\_\_\_\_  
Signature of Adult Student  
of Surf Culture Canada Facilities

\_\_\_\_\_  
Name of Minor Child who  
Will use Surf Culture Canada Facilities

\_\_\_\_\_  
Name of Parent/Guardian of  
Minor Child Under 18 Years of age

\_\_\_\_\_  
Signature of Parent/Guardian  
Of Minor Child Under 18 Years of age