

PASA

Professional Air Sports Association



“WHATEVER YOU FLY, WE’RE THERE FOR YOU”

Welcome to Myrtle Beach Kiteboarding!

PLEASE PRINT CLEARLY AND FILL OUT COMPLETELY

NAME _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

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 _____ TIME _____

IS THIS YOUR FIRST LESSON WITH MYRTLE BEACH KITEBOARDING? _____

HOW MANY KITEBOARDING LESSONS HAVE YOU HAD WITH MYRTLE BEACH KITEBOARDING?

DO YOU PLAN ON CONTINUING YOUR KITEBOARDING TRAINING? _____

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In consideration for the renting, purchasing, or leasing of Kiteboarding equipment from Myrtle Beach Kiteboarding and/or utilizing of the facilities, ground school, instruction, premises, and equipment of Myrtle Beach Kiteboarding in engaging in the sport of Kiteboarding, ground instruction, water instruction, and related activities (hereinafter collectively called Kiteboarding”), 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 Kiteboarding 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 that I may suffer a broken limb, paralysis, or fatal injury while participating in the sport of Kiteboarding.

Initial Here _____

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

Initial Here _____

3. I hereby release and discharge Myrtle Beach Kiteboarding, the state of South Carolina, ect. ect. and their officers, directors, elected officials, agents, employees, instructors, lessors, and owners of equipment and the land used for Kiteboarding Activities (hereinafter referred to as “Release 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 Kiteboarding Activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

Initial Here _____

4. I understand and acknowledge that Kiteboarding 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 KITEBOARDING 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 Kiteboarding Activities.

Initial Here _____

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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 Kiteboarding 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 Kiteboarding Activities.

Initial Here _____

8. I agree that I will operate the said Kiteboarding 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 a 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 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 Kiteboarding 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 Kiteboarding 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 Kiteboarding Activities including any claims by the negligence of Released Parties.

Initial Here _____

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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 (print) of Myrtle Beach Kiteboarding Facilities

Signature of Adult Student of Myrtle Beach Kiteboarding Facilities

Name of Minor Child (print) who will use Myrtle Beach Kiteboarding

Name of Parent/ Guardian of Minor Child Under 18 years of age (print)

Signature of Parent/ Guardian of Minor Child Under 18 years of age (print)

