

Bayou Boards & Kajun Kites LLC

LESSON SALES and EQUIPMENT RENTAL WAIVER

IN CONSIDERATION for the renting, purchasing, or leasing of Kiteboarding or Stand up Paddle boarding (hereinafter referred to as SUP) equipment from Cory and Lori Mier and Bayou Boards & Kajun Kites LLC and/or the utilizing of the facilities, ground school, instruction, premises, and equipment of Bayou Boards & Kajun Kites in engaging in the sport of Kiteboarding or Stand up Paddle Boarding, ground instruction, water instruction, and related activities (hereinafter collectively called "Kiteboarding/SUP 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 Kiteboarding/ SUP 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 Kiteboarding
2. I further acknowledge that there are no warranties applicable to the purchase of the Kiteboarding/SUP equipment by me and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID KITEBOARDING/SUP EQUIPMENT IS FIT FOR ANY PURPOSE. I am accepting the said Kiteboarding equipment as is and I hereby acknowledge that I will personally examine the said Kiteboarding/ SUP equipment prior to my using the same.
3. I hereby RELEASE AND DISCHARGE Lori and Cory Mier and Bayou Boards & Kajun Kites LLC, the state of Louisiana, the city of New Iberia, etc. and their officers, directors, elected officials, agents, employees, instructors, lessors, and owners of equipment and the land used for Kiteboarding/ SUP Activities (hereinafter referred to as "Released Parties"), from any and all liability, claims, demands, or damages arising out of my participation in Kiteboarding/SUP Activities, including but not limited to, losses caused by the negligence of the released parties.
4. 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 DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN KITEBOARDING/SUP ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
5. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as result of my participation in Kiteboarding/SUP Activities.
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/SUP Activities.
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/SUP activities.

8. I agree that I will operate the said Kiteboarding/SUP equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.
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 acknowledgement of the assumption by me of all risks arising out of my engaging in Kiteboarding/SUP Activities.
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/SUP Activities which are in any way connected to or with the Released Parties.
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/SUP Activities.
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/SUP Activities including any claims by the negligence of the Released Parties.

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

Name _____
Signature _____ Date _____

If under 18, must have parent/guardian signature:

Name _____
Signature _____ Date _____