

SHARK RIDE PARTICIPANT AGREEMENT

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY

Kitty Hawk Surf Company
3393 S. VA Dare Trail
Nags Head, NC 27959

OTHER: _____

In consideration of gaining access to the above designated location hereinafter referred to as the "Location", and engaging the services of Kitty Hawk Kites, Inc and Kitty Hawk Flight School, LLC, hereinafter referred to as "THE SHARK RIDE PROVIDER", at the Location, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, I hereby release, indemnify, hold harmless, and discharge THE SHARK RIDE PROVIDER, its agents, owners, officers, affiliates, volunteers, participants, employees, insurers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "THE SHARK RIDE PROVIDER"), from any and all claims, demands, or causes of action in any way, either directly or indirectly, based upon, arising out of, connected to, or involving my participation in this shark riding activity or use of THE SHARK RIDE PROVIDER's equipment as follows:

- 1 (Initial here) I acknowledge that my participation in riding the shark entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to, broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself, to property, or to third parties. I agree and represent that I do not have, or ever have had back, neck, joint or bone injury. I further represent that I am not pregnant, intoxicated or under the influence of drugs, nor do I have any existing medical or health condition(s). I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
- 2 (Initial here) I expressly acknowledge, agree and promise to accept and assume all the risks existing in this activity. Furthermore, I recognize and acknowledge THE SHARK RIDE PROVIDER employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3 (Initial here) If I am injured, I acknowledge that I may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT THE SHARK RIDE PROVIDER WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AM INJURED.
- 4 (Initial here) I hereby voluntarily release, forever discharge, and agree to defend, indemnify, and hold harmless THE SHARK RIDE PROVIDER from any and all claims, demands, or causes of action, which are in any way connected with my participation in THE SHARK RIDE PROVIDER activities and/or my use of THE SHARK RIDE PROVIDER equipment or facilities including, but not limited to, any such claims based upon damages caused or alleged to have been caused in whole or in part by the negligent acts or omissions of THE SHARK RIDE PROVIDER.
- 5 (Initial here) Should THE SHARK RIDE PROVIDER or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 6 (Initial here) I certify that I am 18 years or older and physically able to participate in all activities at the Location without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
- 7 (Initial here) I acknowledge that I have been provided with a copy of the rules, (the "THE SHARK RIDE PROVIDER Rules") governing my participation in any THE SHARK RIDE PROVIDER activities at the Location. I understand that the THE SHARK RIDE PROVIDER Rules have been implemented for the safety of all guests at the Location, including myself. I acknowledge that failure to follow the rules could result in the expulsion from the Location.
- 8 (Initial here) I agree that, if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this agreement, I hereby waive any right I or anyone on my behalf may have to a trial and agree that such dispute shall be brought within one year of the date of this Agreement and will be determined by binding arbitration before one arbitrator to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. I further agree that the arbitration will take place solely in the state of North Carolina and that the substantive law of North Carolina shall apply.
- 9 (Initial here) I further grant THE SHARK RIDE PROVIDER the right, without reservation or limitation, to photograph, videotape, and/or record me.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against THE SHARK RIDE PROVIDER and/or the Location on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand this Agreement and I voluntarily agree to be bound by its terms.

Printed Name of Rider

Signature of Rider

Date

Printed Name of Parent / Legal Guardian

Signature of Parent / Legal Guardian

Date

Phone Number: (_____) _____

Email: _____