

# Bucking Shark

## Release from Liability, Waiver of Legal Rights and Assumption of Risk

Please Print Clearly and Fill Out Completely

1. Name: First \_\_\_\_\_ Last \_\_\_\_\_ M.I. \_\_\_\_\_
2. Name of Minor Child: \_\_\_\_\_ Child's Date of Birth: \_\_\_\_\_
3. Mailing Address: Street or P.O. \_\_\_\_\_
4. City: \_\_\_\_\_ 5. State: \_\_\_\_\_ 6. Zip: \_\_\_\_\_
7. Phone (w/area code): \_\_\_\_\_ 8. E-mail: \_\_\_\_\_
9. Would you like to receive newsletter/specials via e-mail? Circle one: Yes No
10. Date of Birth: \_\_\_\_\_ 11. Gender: M F
12. Height: (min 4'): \_\_\_\_\_ 13. Weight: (max 330 pounds) \_\_\_\_\_
14. Notify in case of emergency: \_\_\_\_\_ Phone (w/area code): \_\_\_\_\_
15. Date of Ride: \_\_\_\_\_ Time of Ride: \_\_\_\_\_

### Thank You!

In consideration for the renting and riding of a BUCKING SHARK from Kitty Hawk Kites, Inc., and/or utilizing the facilities, premises and equipment of Kitty Hawk Kites, Inc., in engaging in a Bucking Shark activity and related activities (hereinafter collectively called "Activity"), 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 riding a mechanical shark or mechanical surf machine entails risks that could result in physical or emotional injury, paralysis, death or injury or damage to me, to property, or to third parties. I understand that the risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks could result in musculoskeletal injuries, including head, neck, and back injuries. (Initial here: \_\_\_\_\_)

2. I further acknowledge that there are no warranties applicable to the rental or lease of riding equipment by me and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID RIDING EQUIPMENT IS FIT FOR ANY PURPOSE, and that I am accepting said riding equipment as is and I hereby acknowledge that I have examined personally the said riding equipment prior to my using of the same. (Initial here: \_\_\_\_\_)

3. I hereby release and discharge Kitty Hawk Kites, Inc.; Kitty Hawk Surf Co; Kitty Hawk Flight School, LLC; Jockey's Ridge Crossing, LLC; the Town of Nags Head; Wright Brothers Mercantile, LLC, Jerry Wright, Thomas Wright, Cotton Gin, Inc.; Flight Parks, LLC; KHK Morningside, LLC; Waves Village, LLC; Dare County, Currituck County; You Can Fly, LLC; and their officers, directors, elected officials, agents, employees, instructors, and owners of equipment and land used for riding activities (hereinafter collectively referred to as "Released Parties") from any and all liability, claims, demands, or causes of action that may hereafter have any injuries or damages arising out of my participation in riding activities including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial here: \_\_\_\_\_)

4. I understand and acknowledge that this activity has 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 THIS ACTIVITY 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 participating in this activity. (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 participating in this activity. (Initial here: \_\_\_\_\_)

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_____ Signature of Adult Participant	_____ Name of Adult Participant (Please Print)	_____ Date
_____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	_____ Name of Parent or Guardian (Please Print)	_____ Date
	_____ Name of Minor (Please Print)	_____ Date

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 this activity. (Initial here: \_\_\_\_\_)
8. I agree that I will operate the said Bucking Shark equipment in a reasonable and safe manner so as not to endanger the lives or persons or property of any individual. (Initial here: \_\_\_\_\_)
9. I have read and understood 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 the risks arising out of my engaging in this activity. (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 this activity which is 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 rights that may accrue to me or to my minor child as the result of any injury that my minor child, the minor child for whom I am an (adult) legal guardian, or I may suffer while engaging in this activity. (Initial here: \_\_\_\_\_)
12. I hereby expressly recognize that 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 this activity including any claims caused by the negligence of the released parties. (Initial here: \_\_\_\_\_)

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Name of Adult Participant (Please Print)	Date
Name of Parent or Guardian (Please Print)	Date
Name of Minor (Please Print)	Date

### DECLARATION OF FITNESS FOR MECHANICAL SHARK RIDING

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 Mechanical Shark Riding. 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.

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 the Shark Riding activities, I will notify the instructor immediately.

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

Signature of Adult Participant	Name of Adult Participant (Please Print)	Date
Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	Name of Parent or Guardian (Please Print)	Date
	Name of Minor (Please Print)	Date

Confirm address, phone and e-mail are as stated on the front of this form

**(If you cannot sign because of any of the above conditions, please notify the instructor before commencing the activity.)**