







**BOARD AND KITE
AFRICA**

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

In consideration for the **renting, testing or purchasing** of water sports equipment from and/or utilizing of the facilities, ground school, instruction, premises and equipment of **Best Kiteboarding Africa (cc) t/a Board and Kite Africa** in engaging in the sport of water sports, ground instruction, water instruction, I hereby understand and agree to this release of liability, waive of legal rights, and assumption of risk, and to the terms of hereof as follows:

1. I acknowledge that water sports is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap and even injury to participating in the sport of water sports.
2. I hereby **RELEASE AND DISCHARGE Best Kiteboarding Africa (cc) t/a Board and Kite Africa** and their officers, directors, elected officials, agents, employees, instructors, and owners of equipment and the land used for water sports activities (hereinafter collectively 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 water sports activities, including, but not limited to, losses **CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.**
3. I understand and acknowledge that water sports 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 WATER SPORTS ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.**
4. 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 water sports activities.
5. 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 of water sports activities.
6. 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 water sports activities.
7. I agree that I will operate the said water sports equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.
8. 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 water sports activities.
9. 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 water sports activities which are in any way connected to or with the Released Parties.
10. 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 water sports activities.
11. 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 water sports activities including any claims by the negligence of the Released Parties.
12. I hereby acknowledge that any equipment damaged due to negligence will be charged to me at **FULL REPAIRATION VALUE** or **FULL (SECONDHAND) RETAIL VALUE** if not repairable, as determined by **Best Kiteboarding Africa (cc) t/a Board and Kite Africa.**
13. I hereby acknowledge that any equipment lost due to negligence will be charged to me at **FULL (SECONDHAND) RETAIL VALUE** if not recovered within 7 days from loss, as determined by **Best Kiteboarding Africa (cc) t/a Board and Kite Africa.**

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