

WELCOME TO KITTY HAWK KITES

Where the Adventure Begins

*please print clearly and fill out completely



1. Name: First _____ Last _____ M.I. _____

2. Email: _____

2. Mailing Address: Street or P.O. _____

3. City: _____ 4. State: _____ 5. Zip _____

6. Phone (area code): _____

7. Sex: M F 8. Weight _____ 9. Age _____ 10. Occupation _____

11. Notify in case of emergency? _____ 12. Phone (area code) _____

13. Date of your adventure and type of activity: _____

14. How did you hear about Kitty Hawk Kites? (Circle all the apply)

a. Brochure - Where? _____ b. TV c. Radio d. Newspaper e. Social Media

f. Magazine - Which one? _____ (Sunny Day, Visitors Guide) g. Internet - Which referral site? _____

h. Billboard i. Drove By j. Friend k. Visited us before l. Other _____

15. Is this your first adventure at Kitty Hawk Kites? Yes No

16. How many adventures have you had at Kitty Hawk Kites before today? _____ 17. Approximate dates of past adventures? _____

18. May we add you to our Kitty Hawk Kites email newsletter list (we DO NOT give out your email or information)? Yes No

19. Did you travel to the area specifically for this adventure? Yes No 20. Do you plan on continuing your hang gliding training? Yes No

21. How would you rate your service from reservations?

1. Poor 2. Average 3. Good 4. Outstanding

Comments _____

22. What town are you staying in? _____

23. What type of accommodations are you staying in? 1. Hotel 2. Condo 3. Cottage 4. Campground 5. B&B

Please read and sign our weather procedure

There are no refunds due to weather or wind. "Windchecks" with no expiration date will be issued. Windchecks are transferable.

Thank you _____



**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS
& INDEMNIFICATION AGREEMENT**

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in Hang Gliding (including tandem), Paragliding, Powered Paragliding, 1902 Glider Instruction, Kiteboarding, Board Surfing, Skim Boarding & Stand Up Paddle boarding Instruction, Light Sport Aircraft Instruction & Tours, Hang Gliding/Paragliding Rentals, Bike Rentals, Kayak Tours, Swimming, Climbing Walls, Zip Lining, Laser Tag Camping, Fishing, Arcade Games & Rentals and Sandboarding Rentals and other activities (collectively the “Activities”) provided by Kitty Hawk Kites, Inc. dba Kitty Hawk Kites, Kitty Hawk Surf Co., Carolina Outdoors, Life Is Good & listed subsidiaries’, Kitty Hawk Flight School, LLC, Kitty Hawk Kites of Florida, LLC, KHK Morningside, LLC (collectively the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, officers, and/or any entity to which the Host owes a contractual indemnification obligation. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, officers and/or any entity to which the Host owes a contractual indemnification obligation, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, officers and/or any entity to which the Host owes a contractual indemnification obligation to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, officers and/or any entity to which the Host owes a contractual indemnification obligation, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant’s participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host’s Equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant’s personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

→ _____ Participant’s Name (Printed)	→ _____ Participant’s Signature	→ _____ Date
→ _____ Parent/Legal Guardian’s Name (Printed)	→ _____ Parent/Legal Guardian’s Signature	→ _____ Date