



Happy Winds Kiteboarding & Watersports

Guest Safety Information, Release Liability and Rental Agreement

Name: _____

Phone Number: _____

Address: _____

City: _____ State: _____

Zip Code: _____ Email Address: _____

How did you hear about us? Website Google Trip Advisor Guide Book Brochure

Personal referral or Other _____

Emergency Contact

Name: _____ E.C. Phone: _____

Do you have any medical condition or injury that our instructors need to know about on the water or that may impair use of equipment?

RENTAL AGREEMENT AND TERMS:

I, the renter (lease), agree to rent equipment (paddleboards, kayaks, paddles, etc.) from Happy Winds Watersports Inc. (lesser) under the following conditions:

I agree to always operate in a safe manner as defined by law, suggested by the manufacturer of the equipment I am operating and as stated by the water sports operations. Understand that any unsafe operation will result in the immediate termination of the rental with absolutely no refund.

I agree to return the rented equipment at the stated time due and agree to pay regular rental rates for any additional time used.

I understand that I and everyone in my party are responsible for damage that occurs to equipment during the rental period and are required to pay for that damage immediately. I further understand that my damage deposit may be used, in part or in full, for any and all equipment in my party.

Please use my credit card ending in _____ to pay for damage caused during my rental.

I understand that I am responsible for notifying the rental operators of any pre-existing damage. Pre-existing damage will be marked. I will only be responsible for additional or new damage.

I understand that when new damage is found an estimate of the damage will be made (either immediately by a qualified manager or later by a repair professional if the damage is more extensive). I understand that I am required to pay that amount immediately and am willing to do so.

If I dispute the amount (cost) of the damage, I understand that all related damage charges will be held until a certified repair professional provides an invoice to repair the damage. At that time, I will pay any additional amount or receive a refund.

By using your services, I understand and agree to the preceding policies.

Initial Here _____

Rentals Only: I have decided not to take a lesson with Happy Winds Watersports, and take full responsibility for my own safety and the equipment

I have rented. I understand these waters are tidal, and that currents and winds can be strong. I also understand other boats are prevalent and I will be mindful of other boaters and follow the rules of the road of boating. **Initial Here:** _____

SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing. Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Happy Winds WaterSports, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage.

Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that my result in permanent disability and death.
 2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
 3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
 4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
 5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
 6. Exposure to the elements and temperature extremes may result if frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
 7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
 8. Accidents or illness occurring in remote places where there are no available medical facilities.
 9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
 10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.
- *I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees. Happy Winds Watersports and/or Owner (Company and/or Person)
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____

Signature of Adult Participant Name of Adult Participant (Please Print) Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____

Signature of Parent or adult legal Guardian if Name of Parent or adult legal Guardian (Please Print)

Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

Name of Minor (Please Print) Date