

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

In consideration for the rental of Kitesurfing, windsurfing and other watersports and equipment from and/or using the facilities, ground schooling, instruction, premises and equipment of Watersports Center/Surf Shack of Coconut Bay Beach Resort & Spa in engaging in the sport of Kitesurfing, windsurfing and other watersports-related activities, ground instruction, water instruction, I hereby understand and agree to this release of liability, waiver of legal rights, assumption of risk and to the terms hereof as follows:

1. I acknowledge that Kitesurfing, windsurfing and other watersports-related activities are action sports and recreational activities involving travel in 3 dimensions and such activity is subject to mishap and even injury when participating in these sports.
2. I hereby RELEASE AND DISCHARGE WATERSPORTS CENTER/Surf Shack of Coconut Bay Beach Resort & Spa and their officers, directors, elected officials, agents, employees, instructors and owners of equipment and the land used for Kitesurfing, windsurfing and other watersports-related 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, death or damages arising out of my participation in Kitesurfing, windsurfing and other watersports-related activities including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
3. I understand and acknowledge Kitesurfing, windsurfing and other watersports-related activities have inherited 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 KITESURFING, WINDSURFING AND OTHER WATERSPORT-RELATED ACTIVITIES WHEATHER 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 INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims sustained as a result of my participation in Kitesurfing, windsurfing and other watersports-related activities.
5. I also agree to accept judgement and cost, including attorney's fees, incurred in connection with any action brought as a result of my participation in Kitesurfing, windsurfing and other watersports-related 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 Kitesurfing, windsurfing and other watersports-related activities.
7. I agree that I will operate the said Kitesurfing, windsurfing and other watersports-related equipment in a reasonable and safe manner so as not to endanger the lives of other 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 acknowledgment of the assumption by me of all risks arising out of my engaging in Kitesurfing, windsurfing and other watersports-related 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 Kitesurfing, windsurfing and other watersports-related 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 of 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 Kitesurfing, windsurfing and other watersports-related activities.
11. I have made the Released Parties aware of any existing medical problems that could arise and further represent I am a competent swimmer able to swim a minimum of 100 meters without any problem.
12. I hereby expressly recognise 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 Released Parties resulting from my participation in Kitesurfing, windsurfing and other watersports-related activities including any claims by the negligence of the Released Parties.
13. I hereby expressly identify the areas shown on the map in below and understand where the SAFETY AREA is to practice Kitesurfing, windsurfing and other watersports-related activities. This area is also identified with waves and reefs on the water.

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14. I understand and acknowledge the limitations and the possibility of the rescue boat not reaching me outside the SAFETY AREA, so I take full responsibility if I cross over the boundaries of the SAFETY AREA shown in the map mentioned in the number 13. I will be at my own risk and any DAMAGES CAUSED TO THE EQUIPMENT OR COMPLETE LOSS OF THE GEAR OUTSIDE THIS AREA WILL BE ENTIRELY MY RESPONSIBILITY.
15. I understand and acknowledge the INSURANCE WILL NOT COVER ANY DAMAGES CAUSED OR LOSS TO THE EQUIPMENT OUTSIDE THIS AREA. ANY DAMAGE OR LOSS OF THE EQUIPMENT WILL BE ENTIRELY MY RESPONSIBILITY.
16. I agree to pay for any repairs for damages or loss of equipment rented, and authorize the use of the credit card on file to cover such costs, and any additional costs of collection required.
17. I further release and authorize use any photos and/or videos taken during the lesson for use on the website, or any other promotional use by Surf Shack/Coconut Bay Beach Resort & Spa, St. Lucia.

I HAVE READ THE RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, AND ASSUMPTION OF RISK, AND I FULLY UNDERSTAND AND AGREE WITH ITS CONTENTS (PAGE 1 & 2) AND SIGN IT OF MY OWN FREE WILL.

_____ **Adult Student** _____ **Signature**

_____ **Minor Student & Parent's Name** _____ **Date**

_____ **Signature of Parent or Guardian**