

Hatteras Island Surf & Sailing Rentals Inc.

Assumption and Acknowledgement of Risks and Release of Liability, Waiver of Legal Rights

In consideration for the renting, purchasing, leasing water sports equipment, and/or participating in activities and/or events from Hatteras Island Surf & Sailing Rentals Inc and/or utilizing of the facilities, instruction, premises, and equipment of Hatteras Island Surf & Sailing Rentals Inc in engaging in the sports of Surfing, Sailing, Skim Boards Boogie Boarding, Kite Surfing, Stand Up Paddling, Kayaking, and /or Windsurfing and related activities (hereinafter collectively called “Watersports”) hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risks and to the terms hereof as follows:

1. I acknowledge that Watersports are action sports and recreational activities are subject to mishap and even injury to participants. I understand I may suffer cuts, sprains, a broken limb, paralysis, illness, or fatal injury while participating in these sports. (Initial here _____)
2. I further acknowledge that there are no warranties applicable to the purchase, rental, or lease of Surfboards, Sailing, Kite Surfing equipment, Skim Boards, Boogie Boards, Kayaks, Sailboats, Swim Fins, Stand Up Paddleboards, and Windsurfing Boards/Equipment by me and all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY MERCHANTABILITY OR THAT SAID WATERSPORTS EQUIPMENT IS FIT FOR ANY PURPOSE, and that accepting said Watersports equipment as is and I hereby acknowledge that I will personally examine the said equipment prior to my using of the same. (Initial here _____)
3. I hereby Release an Discharge Hatteras Island Surf & Sailing Rentals Inc., the State of North Carolina, the Atlantic Townships of Dare County, the National Park Service, their officers agents, employees, instructors, and owners of equipment and the land used for Watersports 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 / damages arising out of my participation in activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.(Initial here _____)
4. I understand and acknowledge that Watersports activities have inherent dangers and risk and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY WHILE PARTICIPATING IN WATERSPORTS, 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 participation in any Watersports (Initial here _____)
6. I also agree to INDEMNIFY AND HOLD HARMLESS from all claims, judgments, and costs, including attorneys’ fees, incurred in connection with any action brought as a result in my participation in Watersports activities (Initial here _____)
7. I will take FULL RESPONSIBILITY FOR, AND HOLD HARMLESS Released Parties for any injury that I may suffer or inflict on others and their property as a result of my engaging in Watersports activities (Initial here _____)
8. I acknowledge that the risks of participating in Watersports activities include some but not all of the following:(1)Tides and changes in water depth, currents, waves, water temperature:(2) Wind, inclement weather, and lightning : (3) The presence of insects and marine life forms: (4) My sense of balance, physical condition, ability to swim and /or operate the equipment: (5)Other participants, boats equipment and obstacles(Initial here _____)
9. I agree to assume all risks and responsibility for all the risks of the activity, whether identified above or not. (Initial here _____)
10. I agree to operate the Watersports equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual (Initial here _____)
11. 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 of liability by me of all risks arising out of my engaging in Watersports activities (Initial here _____)
12. 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 Watersports activities which are in any way connected with the Released Parties (Initial here _____)
13. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting in participation in Watersports activities including any claims of negligence by the Released parties by any of the undersigned (Initial here _____)

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OR LEGAL RIGHTS AND ASSUMPTION OF RISK. I UNDERSTAND BY SIGNING THIS DOCUMENT, I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS THAT I MAY HAVE AGAINST THE OWNER, THEIR EMPLOYEES, AGENTS OR ASSIGNS.

Printed Name _____ Age _____
SIGNATURE _____ Date _____

Hatteras Island Surf & Sailing Rentals Inc.

Assumption and Acknowledgement of Risks and Release of Liability,
Waiver of Legal Rights

Minor Child: _____ Age _____
Parent or Legal Guardian _____ Date _____
Contact phone # _____
Address _____
City _____ State _____ Zip _____

Date out/ _____ Date due _____
Time out/ _____ Time In _____