WAIVER AND RELEASE FROM LIABILITY FOR POWER KITING ACTIVITIES

NORTH AMERICAN POWER KITING ASSOCIATION (NAPKA)

I, _____ HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge **NAPKA,** its agents, employees, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related in my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, **NAPKA** provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities in which I will participate are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with **NAPKA,** including but not limited to parakarting and/or practicing, training and/or engaging and competing in any races or competitions or other activities and using the premises and facilities and equipment in any manner, form or fashion.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of **NAPKA,** whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intension to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this WAIVER AND RELEASE.

_____ _____
Date NAPKA Pilot Number

_____ _____
Printed Name Guest of Pilot #
If not a NAPKA Member

_____
Signature

FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs/activities as provided above. EVEN IF ARISING FROM THE NEGLGENCE OF THE RELEASEES, to the fullest extent permitted by law.

_____ _____
PARENT/GAURDIAN'S SIGNATURE EMERGENCY PHONE NUMBER

DATE SIGNED _____