

# Roberts Kitesafari

**Please print clearly**

Name: \_\_\_\_\_

Trip date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Phone: \_\_\_\_\_

Birth date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address

Street: \_\_\_\_\_

City: \_\_\_\_\_

Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Email: \_\_\_\_\_

Facebook \_\_\_\_\_

.....  
Do you have any medical considerations that we should be aware of or that might limit or affect safe participation?

Please indicate if that applies

\_\_\_\_\_

Do you have any(food) allergies? \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

## **Robert's kitesafari PARTICIPATION AGREEMENT**

### **IMPORTANT! READ CAREFULLY!!**

This document affects your legal rights. It must be signed by you, the "Participant" If you are renting or otherwise using equipment or participating in activities offered by Robert's kitesafari( referred to as "Provider"). References in this agreement to "I" or "we"include all who sign below unless otherwise clearly indicated.

### **PARTICIPANT AGREEMENT**

In consideration of the opportunity to rent or otherwise use certain equipment and/or participate in activities offered by the provider,understand, aknowledge and agree as follows:

### **Activities, Hazards an Risks**

The service of Provider may include renting equipement and providing trips (including

guided trips) by kite or SUP( referred to collectively, as watercraft). Activities associated with these service may include, in addition to travel by water, swimming, wading, hiking, climbing on rocks and slopes, camping, portaging and travel to and from the activities, The hazards and risks (together referred to as “risks”) of use of the watercraft include the following: entering, exiting and operating the watercraft; water which may be fast, deep and subject to rapid change; objects which may be encountered in and out of water, and which may not be obvious, including debris, trees, rocks, boulders, dams bridges and other hazards; the watercraft may overturn swamp and sink and occupants may become separated from the craft; feet and other parts of the body may become entrapped in or under rocks and other objects; participants may strike or be struck by objects, hiking and moving on and over terrain, including the watercraft. Risks of other activities include those associated with camping, hiking and moving on and over terrain, including the shoreline, the premises of Provider and others and elsewhere which may be unstable, steep, slippery and where rocks, trees and other objects may fall and man- made and natural structures may fail; animals including poisonous reptiles and poisonous plants may cause harm; swimming in unfamiliar surroundings may cause entrapment, injury from slips, falls and drowning. Other risks include errors in judgement of providers staff and other participants including the improper assessment of capabilities and conditions pertaining to the activities; certain activities may be instructional and designed to extend skills of participants; equipment may be misused or may fail because of manufacturing defects or otherwise; collisions may occur while travelling by vehicle to and from activities; the activities are subject to the unpredictable forces of nature, including exposure to the sun, cold, wind, hail, lightning, flash floods and other such phenomena; activities may take place in remote places, significantly delaying emergency medical care and evacuation.

Participant acknowledge and understand that the description of activities and risks above is not complete and that all activities whether or not described may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause bites stings, allergic reactions, overexertion, heat stroke, hypothermia, illness due to contaminated water, burns, cuts, bruises, stains, broken bones and other injuries and illnesses. Property loss, serious injury and death including by falling and drowning or shark attack are possible.

Provider has made no effort to determine, and accepts no responsibility for medical, physical or other qualifications or the suitability of participant or other participants for the activities. The Participant accepts full responsibility for determining Participants medical., physical or other qualifications or suitability for participating in the activities. Provider is not responsible for the water conditions, routes, camp sites or other activities of renters of it's equipment.

Certain activities may be conducted by independant contractors hired by provider. These contractors are not trained or supervised by Provider and Provider has no control over them and accepts no responsibility for their conduct. Alcohol will, and other substances may impair judgement and reduce a participants ability to effectively manage the risks of water travel, camping and land activities; Participants should inspect unfamiliar terrain, sea conditions and other hazards before attempting to pass through or over them; Participants should always wear a fastened life jacket ( personal floatation device); participants should wear footwear which will provide protection from sharp objects and which will minimize the risk of foot entrapment. Failure to adhere to these and other safety precautions may result in serious injury or death.

### **Acknowledgement and Assumption of risks**

I, the participant understand the nature of the services of Provider and other activities which may occur and their risks.

I acknowledge and expressly assume all risks of the activities whether or not described above, known or unknown and inherent or otherwise. I take full responsibility for any injury or loss, including death which I may suffer, arising in whole or part out of such activities.

### **Agreement of Release and Indemnification**

I agree for myself to hereby release Provider, it's employees, contractors, volunteers, directors and owners ( "Released parties") from any and all claims of injury or loss which I may suffer, arising out of or any way related to my enrollment in or participation in the activities of Provider or the use of it's equipment. Neither I or anyone acting on my behalf will bring suit or otherwise assert any such claims against a Released Party.

I will indemnify ( that is defend and satisfy by payment or reimbursement, including costs and attorneys' fees) each Released Party from any claim of liability including one brought by a co-participant in any of the activities of Provider, a rescuer, a member of my or anyone else, asserting a loss arising out of or in any way related to my enrollment in or participation in the activities of Provider or the use of it's equipment.

The agreement of release and indemnification above include claims arising in whole or in part from negligent ( but not grossly negligent, reckless or intentionally wrong) acts or omissions of Released Parties or any of them and all other claims, including for personal injury, wrongful death, property damage, products liability (including strict liability), breach of contract or warranty or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law and to be binding on me as Participant individually.

### **Additional Provisions**

I authorize Provider to provide or obtain for me such medical care as it considers necessary and appropriate and I agree to pay all costs associated with such care and related transportation. Any dispute between Provider and me will be governed by the substantive laws of Holland and any arbitration or suit shall take place only in that province. If the dispute cannot be resolved by mutual agreement I agree to submit it to the arbitrator recognized by the Courts of the state of the country. I agree to pay all costs and attorney's fees incurred by Provider in defending a claim or suit brought by me if the claim or suit is withdrawn or to extent a court or mediator determines that Provider is not responsible for the claimed injury or loss.

I authorize Provider to use any photographs on which I appear and which are taken throughout the trip or course to be used for promotional use without compensation or further written authorizations.

This agreement is entered into voluntarily and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding to the fullest extent allowed by law, upon persons signing below, our respective Heirs, executors, administrators, wards, minor children and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force of effect.

Participant\_\_\_\_\_

Date\_\_\_\_\_

Passport number \_\_\_\_\_

Please attach a valid and clear copy of your passport