

RELEASE OF LIABILITY FORM

VB Ocean Vibes, LLC

Sport Participant release of liability for kiteboarding, wing surfing, freeskiing and wing surfing form

Please provide a printed and signed electronic copy of this waiver form to your instructor before a lesson. You may email the signed electronic copy of this waiver form to vboceanvibes@gmail.com

Sport participant release of liability, waiver of claims, express assumption of risk and indemnity agreement

Please read and be certain that 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 risks associated with VB Ocean Vibes, LLC and Bell Isle Marina 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:

Risk of injury from the activity and equipment is significant, including the potential for broken bones, severe injuries to the head, neck and back or other bodily injuries that may result in permanent disability and death. **Initial** _____

Possible equipment failure and/or malfunction or misuse of my own or others' equipment. **Initial** _____

I agree that I will wear 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. **Initial** _____

I understand that kitesurfing is an inherently extreme sport, and I assume all responsibility for any damages that occur during the lesson or as a result of the lesson. **Initial** _____

I understand that unanticipated risks may result in injury, illness or death. **Initial** _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I hereby release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, whether cause by negligence or otherwise, the following named persons or entities, herein referred to as releases: VB Ocean Vibes, LLC and Bell Isle Marina

Signature: _____ **Date:** _____

To release the releasees, their officers, directors, employers, 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. **Initial** _____

By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement. **Initial** _____

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. **Initial** _____

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 items shall be enforceable. **Initial** _____

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.

Signature: _____ **Date:** _____

Parent/Guardian Signature: _____

Date: _____

Declaration of Fitness to Wing Surf/ Wing SUP/ Kiteboard/ Freeskate

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during Wing Surf/Wing SUP/ Kiteboard/Freeskate lessons with VB Ocean Vibes, LLC. and Bell Isle Marina.

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

Even if I have a health condition as stated above of which I am unaware, by signing this form I still choose to participate in the activity of Water Ski/ Wake Board and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of wing surf/kiteboard/wing sup/freeskate lessons or activities, I will notify the instructor immediately and before leaving the premises.

I have read the above declarations, understand them, and I agree to be bound by them.

Signature: _____ **Date:** _____ **Phone**

#: _____

Parent Guardian Signature: _____

Date: _____

BELL ISLE MARINA WAIVER OF LIABILITY FORM

Bell Isle Marina

2 Bells Island Drive

Hampton, VA 23664

757.850.0466 (Office)

757.726.7044 (Text)

757.851.2879 (Fax)

WAIVER OF LIABILITY, RELEASE AND ACKNOWLEDGEMENT OF RISKS

This document affects your legal rights. You must read and understand it before signing.

WARNING: This Waiver of Liability, Release and Acknowledgement of Risks (“Waiver”) is legally binding. If you require clarification on any aspect of this Waiver, please see the owner or an employee of MWB, Inc., a Virginia corporation, doing business as Bell Isle Marina (“Bell Isle Marina”) to have this explained to you before signing or consult an attorney to seek advice on the meaning of this Waiver. **IN SIGNING THIS DOCUMENT YOU ARE WAIVING THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY REMEDY FOR ANY PERSONAL INJURIES, DAMAGE TO PROPERTY, ACCIDENT OF ANY KIND, INCLUDING DEATH, THAT MAY OCCUR WHEN YOU USE THE BELL ISLE MARINA FACILITIES, EQUIPMENT OR PROPERTY, OR THROUGH YOUR PARTICIPATION IN ACTIVITIES OR EVENTS LOCATED AT THE BELL ISLE MARINA PROPERTY OR COORDINATED BY BELL ISLE MARINA.**

1. Acknowledgement of Risk. It is my intent to voluntarily engage in certain activities at Bell Isle Marina or coordinated by Bell Isle Marina and occurring at another location, which may include, but not be limited to, boating, boat storage, boat repair, paddle sports, swimming, attending a field trip, attending an event, temporarily residing in a boat located at the Marina, and/or spending time on the Marina property located at 2 Bells Island Drive, Hampton, Virginia (the “Activities”) and/or to use the property, equipment, buildings and other facilities (the

“Facilities”) located at 2 Bells Island Drive, Hampton, Virginia. I acknowledge and agree that the Activities and use of the Facilities bear certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental damage to myself, my property, or other third parties or their property, or the property of Bell Isle Marina.

2. Rules and Safety Measures. I affirm that the rules and regulations and safety precautions of Bell Isle Marina have been explained to me and I have had the opportunity to ask any questions. I agree to comply with all rules and regulation and safety precautions and to follow the instructions of the guide, instructor, staff member, owner and/or employee of Bell Isle Marina in connection with my participation in the Activities and use of the Facilities. I understand that the Bell Isle Marina staff are not medical personnel and emergency medical services are not being provided in connection with the Activities and use of the Facilities. I understand that the use and/or possession of drugs or alcohol is strictly prohibited before and during the Activities and will be grounds for immediate removal from the Activity without reimbursement of any fees paid.

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3. Acceptance of Risk and Responsibility. With knowledge of the aforementioned, and as an inducement to allow me to participate in the Activities and use the Facilities, I hereby understand that I am agreeing to assume the risks of taking part in the Activities and use of the Facilities, including the risk of injury or death that may result from my own negligence, the negligence of Bell Isle Marina or its employees, officers, and directors, or the negligence of another participant in the Activities or another person using the Facilities.

4. Waiver of Liability. With knowledge of the aforementioned, and as an inducement to allow me to participate in the Activities and use the Facilities, I hereby agree to indemnify and hold harmless and to waive any all possible liability, claims, suits, costs, expenses, losses, medical fees, attorney’s fees, or other related causes of action for damages against Bell Isle Marina or its owners, directors, officers, employees, and staff members in a personal or representative capacity, including but not limited to, such claims that may result from my injury or death during or arising in any way from participation in the Activities or use of the Facilities, whether supervised or unsupervised, and whether that injury or death may result from my own negligence, the negligence

of Bell Isle Marina or its owners, directors, officers, employees, or staff members, or the negligence of another participant in the Activities or another person using the Facilities. This waiver shall be binding upon me and upon my assigns, heirs, representatives, executors, guardians, and administrators.

5. Reimbursement. I agree to fully reimburse Bell Isle Marina for any damage caused to Bell Isle Marina property as a result of my participation in the Activities or my use of the Facilities. I agree to fully reimburse Bell Isle Marina for any costs and expenses associated with rescue and transportation costs incurred on my behalf as a result of my participation in the Activities or my use of the Facilities.

6. Boating, Swimming and Paddle Sports. If I engage in boating, swimming, and/or paddle sports at Bell Isle Marina, I acknowledge and agree that I understand the nature of boating, swimming and paddle sports and related activities, and that I am qualified, in good health, able to swim, and in proper physical condition to participate in such activities. I do not suffer from any disability or medical condition which would prevent or severely limited my participation in boating, swimming and/or paddle sports.

7. Consent to Photographs and Filming. By participation in the Activities and use of the Facilities, I consent to being photographed or recorded by Bell Isle Marina or its owners, directors, officers, employees, or staff members. I also consent to the use of such photographs, pictures, film, audio recording and/or video recording of me by Bell Isle Marina for publicity, promotion, television, radio, website, social media site, or any other use, and I expressly waive any right of privacy, compensation, copyright, or other ownership right.

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IN SIGNING THIS DOCUMENT, I AFFIRM THAT I HAVE READ THIS WAIVER IN ITS ENTIRETY AND THAT I UNDERSTAND THE NATURE OF THE ACTIVITIES AND USE OF THE FACILITIES, THE INHERENT RISKS, AND THE RULES AND REGULATIONS. I UNDERSTAND THAT BY SIGNING THIS WAIVER I AM VOLUNTARILY GIVING UP ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR IN CONNECTION WITH MY

PARTICIPATION IN THE ACTIVITIES AND USE OF THE FACILITIES. I ALSO AFFIRM THAT ALL MY QUESTIONS CONCERNING THIS WAIVER HAVE BEEN ANSWERED TO MY SATISFACTION.

Print Name:

Signature:

Date:

Email: _____

Phone #: _____

PARENT OR GUARDIAN SIGNATURE

I am the parent or guardian of the minor child identified below, and on the minor's behalf and on my behalf and on behalf of all other parents or guardians of the minor, I accept this Waiver as inducement for allowing the minor to participate in the Activities and to use the Facilities at Bell Isle Marina. I further authorize any emergency medical care which may be necessary as the result of the minor's participation in the Activities and use of the Facilities. I represent and warrant that I have authority to give this release

Print Minor's Name:

Print Parent or Guardian's Name:

Parent or Guardian's Signature:

Date: