

KiteAround

Liability Waiver & Release of Responsibility

PARTICIPANT INFORMATION

Full Name: _____
Date of Birth: _____
Nationality: _____
Passport / ID Number: _____
Emergency Contact Name: _____
Emergency Contact Phone: _____

1. NATURE OF ACTIVITY

The Participant understands and acknowledges that kitesurfing downwind trips are an extreme outdoor water sport involving significant inherent risks, including but not limited to:

- Strong and unpredictable wind and weather conditions
- Large ocean swells, waves, and currents
- Shallow water, reefs, rocks, and underwater hazards
- Collisions with other water users, vessels, or obstacles
- Equipment failure or malfunction
- Physical exhaustion, dehydration, or heat exposure
- Entanglement in kite lines
- Serious injury, permanent disability, or death

2. PARTICIPANT'S ACKNOWLEDGMENT OF SKILL LEVEL

The Participant confirms that:

- ☐ I am an independent kitesurfer capable of self-rescue
- ☐ I can body drag upwind and downwind unassisted
- ☐ I can relaunch my kite from the water without assistance
- ☐ I have experience riding in open ocean / downwind conditions
- ☐ I am in good physical health with no medical conditions affecting safe participation
- ☐ I am a competent swimmer

WARNING: KiteAround does not provide beginner lessons. Downwind trips require an intermediate to advanced skill level. Misrepresenting your skill level puts yourself and others at risk.

3. RELEASE OF LIABILITY

In consideration of being permitted to participate in the activity, the Participant hereby releases, waives, discharges, and covenants not to sue KiteAround, its owner(s), guides, employees, contractors, and agents (collectively "Released Parties") from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or death that may be sustained by the Participant, to the fullest extent permitted by applicable law.

4. INDEMNIFICATION

The Participant agrees to indemnify and hold harmless the Released Parties against any claims, suits, losses, or legal fees brought by third parties as a result of the Participant's actions or negligence during the activity.

5. MEDICAL AUTHORIZATION

In the event of an emergency, the Participant authorizes KiteAround to seek and authorize emergency medical treatment on their behalf. The Participant accepts full financial responsibility for any medical expenses incurred.

6. WEATHER & CANCELLATION POLICY

KiteAround reserves the right to cancel or interrupt any trip at any time due to unsafe conditions. In such cases:

- No refund is guaranteed for conditions beyond our control
- Safety of all participants takes absolute priority over trip completion
- The guide's decision regarding conditions is final and non-negotiable

7. EQUIPMENT RESPONSIBILITY

- The Participant is responsible for their own kitesurfing equipment
- KiteAround is not liable for any damage to or loss of personal equipment during the trip
- If equipment is rented through KiteAround, the Participant accepts responsibility for any damage caused by misuse

8. PHOTOGRAPHY & VIDEO

The Participant grants KiteAround permission to photograph and film the activity for promotional use on social media and marketing materials, unless explicitly stated otherwise below:

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I do NOT consent to being photographed or filmed

9. GOVERNING LAW

This Agreement shall be governed by the laws of the Federative Republic of Brazil. Any disputes shall be resolved in the jurisdiction of the activity's location.

10. ACKNOWLEDGMENT

By signing below, the Participant confirms that:

- They have read and understood this entire document
- They are signing voluntarily and freely
- They are 18 years of age or older (or have obtained parental/guardian consent)
- No one has pressured or misled them into signing

Participant Signature: _____

Date: _____

Location: _____

KiteAround Representative: _____

Date: _____

This waiver does not limit liability for gross negligence or willful misconduct as defined under Brazilian law (Lei nº 10.406/2002 — Código Civil Brasileiro).