

Bay of Islands Parasail Ltd The Wharf Paihia

PARASAIL RELEASE AND WAIVER OF LIABILITY

Parasail riders or boat riders/spectators voluntarily request a ride and expressly agree to assume the entire risk of any and all accidents or personal injury, including death, which the rider or others might suffer during the ride, whether due to negligence or not. Parasail riders and or boat riders agree to hereby read and upon signing agree the following is true:

Parasail riders or boat riders do hereby agree not to sue Bay of Islands Parasail Ltd. operating as, otherwise known as, and hereinafter referred to as BOI Parasail and each and all of its related companies, distributors, sponsors, partners, sales representatives, directors, officers, and employees for injury, damage, or death which occurs during or as a result of a parasail ride or boat ride. Riders forever release and discharge releases from any and all claims, demands, causes of actions, or liability of any kind whatsoever, which rider may now or in the future have known or unknown, which in any way results from or arise out of or during the course of the ride. Riders further agree to indefinitely, defend, and hold the releases harmless from and against any and all claims, causes of action, demands, or charges of whatsoever nature which many claim to have or hold for INJURY, DAMAGES, or DEATH arising out of rider's ride, even if causes in whole or part by the released parties.

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 Parasailing. Epilepsy, 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 Parasailing and agree to waive all responsibilities to all parties mentioned in the Parasailing Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement, which I have already signed, 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 Parasailing activities, I will notify the Captain of the Parasail vessel immediately and before disembarking from the vessel. I have read the above Declarations understand them, and I agree to be bound by them.

The parasail riders or boat riders/spectators further agree and acknowledge:

1.) I acknowledge that parasailing and boating entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property and or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: slips and falls or being struck by the equipment on take-off and landing; the forces of nature, including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; the risk of collision with objects or other watercraft, crashing; the risk of boat capsize and entrapment; the risk of prolonged exposure to cold water, hypothermia, cold shock, and accidental drowning; the risk of exposure to insect bites; travel in remote areas; illness in remote areas; aggressive and or risks to, arm, shoulder, and or back injuries; my own physical condition; accidental drowning and the physical exertion associated with these activities. Furthermore, BOI Parasail employees have difficult jobs to perform. They seek safety to the highest extremes but they might be unaware of a participant fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might fail.

2.) I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks. Additionally, I agree to wear a personal flotation device (life jacket) and helmet while participating in this activity.

3.) I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless BOI Parasail from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BOI Parasail's equipment or facilities, including any such claims which allege negligent acts or omissions of BOI Parasail

4.) Should BOI Parasail or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and cost.

5.) I agree to bear the cost of any injury or damage myself. I further certify that I am willing to assume the risks of any medical or physical condition I may have. I assume full responsibility for any loss of personal property, (camera, glasses, shoes, etc.) and any costs associated with said loss.

6.) By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against BOI Parasail on the basis of any claim from which I have released them herein.

7.) I/We give permission that any photo's, video or audio taken by BOI Parasail of myself or our group, can be used on all social media and other advertising medium, including website's, posters, brochures and video productions. **If you do not agree with item 7, sign here:**

RIDER HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, AND INDUCEMENTS APART FROM THE FORGOING WRITTEN AGREEMENT HAVE BEEN MADE.

FLIERS OR RIDERS UNDER THE AGE OF 18 MUST HAVE PARENT OR GUARDIAN SIGNATURE.

RIDER'S NAME'S [Print]

RIDER'S SIGNATURE'S

DATE

PARENT/LEGAL GUARDIAN NAME

PARENT/GUARDIAN SIGNATURE

DATE

STREET ADDRESS

CITY/TOWN

POST CODE

PHONE NUMBER

EMERGENCY CONTACT & PHONE NUMBER