

## LIABILITY WAIVER FORM FOR WATERFLY BORNEO KITESURFING ACTIVITY

I, \_\_\_\_\_ [full name], hereby acknowledge and agree that I am participating in kitesurfing activities provided by Waterfly Borneo Travel and Tours Sdn Bhd, otherwise known as Waterfly Borneo, at \_\_\_\_\_ ("the Activity").

I acknowledge that Kiteboarding is an extreme action sport and a recreational activity which involves physical travel movements in three dimensions and such activity is subject to mishap, injury and even death to participants. I understand that the Activity is a potentially hazardous activity that involves risks, including but not limited to the following:

1. Risk of injury from physical activity, including but not limited to falls, collisions, and contact with other participants or equipment.
2. Risk of injury from equipment failure or malfunction.
3. Risk of injury from weather conditions, including but not limited to wind, waves, and lightning.
4. Risk of injury from marine life or other hazards in the water.
5. Risk of injury from travel to and from the Activity location.

In consideration of being permitted to participate in the Activity, I agree to assume all risks and hereby release, waive, discharge, and covenant not to sue Waterfly Borneo, its owners, directors, officers, employees, agents, volunteers, and participants from all liability to me or my personal representatives, heirs, and next of kin, for any loss or damage, and any claim or demand on account of any injury to me, my property, or my family, arising out of or in connection with the Activity, whether caused by the negligence of Waterfly Borneo or otherwise.

I further agree to indemnify and hold harmless Waterfly Borneo, its owners, directors, officers, employees, agents, volunteers, and participants from any and all liabilities, claims, demands, actions, and causes of action whatsoever, arising out of or in any way related to my participation in the Activity.

I understand that this waiver and release of liability is intended to be as broad and inclusive as permitted by the laws of the state or province in which the Activity takes place, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I further acknowledge that there are no warranties applicable to the purchase, rental or lease of Kiteboarding equipments by me and that all warranties weather expressed or implied are excluded. **THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID KITEBOARDING EQUIPMENTS IS FIT FOR ANY PURPOSE**

I have carefully read this waiver and release of liability, fully understand its contents, and voluntarily sign it as my own free act and deed.

Participant's Signature: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

