

WELCOME TO KITTY HAWK KITES

The Largest Hang Gliding School in the World - Where the Adventure Begins

*please print clearly and fill out completely



1. Name: First _____ Last _____ M.I. _____

2. Email: _____

2. Mailing Address: Street or P.O. _____

3. City: _____ 4. State: _____ 5. Zip _____

6. Phone (area code): _____

7. Sex: M F 8. Weight _____ 9. Age _____ 10. Occupation _____

11. Notify in case of emergency? _____ 12. Phone (area code) _____

13. Date of lesson: _____

14. How did you hear about Kitty Hawk Kites and Morningside Flight Park? (Circle all the apply)

- a. Brochure - Where? _____
- b. TV _____
- c. Radio _____
- d. Newspaper _____
- e. Magazine - Which one? _____
- f. Internet - Which referral site? _____
- g. Billboard _____
- h. Drove By _____
- i. Friend _____
- j. Visited us before _____
- k. Other _____

15. Is this your first hang gliding lesson at Morningside Kitty Hawk Kites? Yes No

16. How many hang gliding lessons have you had at Morningside Kitty Hawk Kites before today? _____ 17. Approximate dates of past lessons?

18. May we add you to our Kitty Hawk Kites email newsletter list (we DO NOT give out your email or information)? Yes No

19. Do you plan on continuing your hang gliding training? Yes No

21. How would you rate your service from reservations?

- 1. Poor
- 2. Average
- 3. Good
- 4. Outstanding

Comments _____

Please read and sign our weather procedure

There are no refunds due to weather or wind. "Windchecks" with no expiration date will be issued. Windchecks are transferable.

Thank you _____
Signature

State of North Carolina

Department of Environment, Health, and Natural Resources

Division of Parks and Recreation • 512 North Salisbury Street • Raleigh, North Carolina 27611

Waiver and Release from Liability

I Understand that HANG GLIDING AND PARAGLIDING IS A PHYSICALLY DEMANDING AND INHERENTLY DANGEROUS SPORT. I agree to indemnify, release, and hold harmless the State of North Carolina, the Division of Parks and Recreation of the North Carolina Department of Environment, Health, and Natural Resources, and any and all employees of officers of either or both these agencies of the State of North Carolina, against any and all claims for injury to any and all persons (including death), or damage to property, or both, which may result to myself, or to any minor child under 18 years of age of which I am parent or legal guardian, from use of the facilities of Kitty Hawk Flight School, LLC at or near Jockey's Ridge State Park in Dare County, North Carolina. I have read and fully understand the foregoing agreement.

Name of Adult Student of Kitty Hawk Flight School, LLC Facilities (please print)

Signature of Adult Student of Kitty Hawk Flight School, LLC Facilities

Date

Name of Minor Student Who Will Use Kitty Hawk Flight School, LLC Facilities (please print)

Name of Parent or Guardian of Student/Minor Child Under Age 18 (please print)

Signature of Parent or Guardian of Student/Minor Child Under Age 18

Date

HANG GLIDING, PARAGLIDING, POWERED PARAGLIDING, FLYING ULTRALIGHTS AND/OR LIGHT SPORT AIRCRAFT RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK

In consideration for the renting, purchasing or leasing of Hang Gliders or Paragliders, Powered Paragliders, Ultralights and/or Light Sport Aircraft from Kitty Hawk Flight School, LLC and/or the utilizing of the facilities, ground school, instruction, premises, and equipment of Kitty Hawk Flight School, LLC in engaging in the sport of Hang Gliding, Paragliding, Powered Paragliding and/or flying Ultralights or Light Sport Aircraft ground instruction, flight instruction and related activities, (hereinafter collectively called "Flying"). I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that Flying is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap and even injury to participants. I understand I may suffer a broken limb, paralysis or fatal injury while participating in the sport of Flying (Initial here _____).

Page 1 of 2 as acknowledged by...

_____ Signature of Adult Participant	_____ Name of Adult Participant (Please Print)	_____ Date
_____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	_____ Name of Parent or Guardian (Please Print)	_____ Date
	_____ Name of Minor (Please Print)	_____ Date

2. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of Flying equipment by me and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID FLYING EQUIPMENT IS FIT FOR ANY PURPOSE, and that I am accepting the said Flying equipment as is and I hereby acknowledge that I will personally examine the said Flying equipment prior to my using of the same (Initial here _____).
3. I hereby RELEASE AND DISCHARGE Kitty Hawk Flight School LLC, Kitty Hawk Kites Inc., Jockey's Ridge State Park, , State of North Carolina Dept. of Environment, Health and Natural Resources, the State of North Carolina, the Town of Nags Head, Jerry Wright, Thomas Wright, Cotton Gin, Inc., Flight Parks LLC, KHK Morningside, Dare County, Currituck County and their officers, directors, elected officials, agents, employees, instructors, pilots and owners of equipment and the land used for Flying activities (hereinafter collectively referred to as "Released parties"), from any and all liability, claims, demands or causes of action that I may hereafter have for injuries / damages arising out of my participation in Flying activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (Initial here _____).
4. I understand and acknowledge that Flying activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN FLYING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASE PARTIES (Initial here _____).
5. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Flying activities (Initial here _____).
6. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in Flying activities. (Initial here _____).
7. I will take full responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in Flying activities (Initial here _____).
8. I agree that I will operate the said Flying equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual (Initial here _____).
9. I have read and understood the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me of all risks arising out of my engaging in Flying activities (Initial here _____).
10. I further represent that this Release of Liability, Waiver of Legal Rights and Assumption of Risk shall continue in full force and effect for so long as I engage in Flying activities which are in any way connected to or with the Released Parties (Initial here _____).
11. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for whom I am (adult) legal guardian or I may suffer while engaging in Flying activities (Initial here _____).
12. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Flying activities including any claims by the negligence of the Released Parties by any of the undersigned (Initial here _____).

Page 2 of 2 as acknowledged by...

_____ Signature of Adult Participant	_____ Name of Adult Participant (Please Print)	_____ Date
_____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	_____ Name of Parent or Guardian (Please Print)	_____ Date
	_____ Name of Minor (Please Print)	_____ Date

DECLARATION OF FITNESS FOR HANG GLIDING, POWERED PARAGLIDING, FLYING ULTRALIGHTS AND/OR LIGHT SPORT AIRCRAFT

(Hereinafter collectively called Flying)

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 Flying activities:

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.

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

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.

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 Flying activities, I will notify the instructor immediately.

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

_____	_____	_____
Signature of Adult Participant	Name of Adult Participant (Please Print)	Date
_____	_____	_____
Address of Adult Participant	Phone Number	
_____	_____	_____
Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	Name of Parent or Guardian (Please Print)	Date
_____	_____	_____
Address of Parent or Guardian	Phone Number	
_____	_____	_____
	Name of Minor (Please Print)	Date

**If you cannot sign the above declaration because of any of the above conditions, you must notify
the instructor immediately before commencing any activity**

Attention of the Instructor/Authorized Insured Only (Counter-sign upon full and correct completion)		
_____	_____	_____
Counter-Signature of Authorized Insured	Name of Authorized Insured (Please Print)	Date

Morningside, A Kitty Hawk Kites Flight Park

ATV and Associated Trailer Waiver

Release and Waiver of liability, Assumption of Risk and Indemnity Agreement

In consideration of being permitted to participate in any way in the activities and events of Morningside, a Kitty Hawk Kites Flight Park, or being permitted to enter upon, be present at and use the trails/premises where off-highway vehicles (ATVs, trailers, etc.) or motorized activities and/or events are being conducted (hereafter referred to as the "Premises"), from the date hereof and for any and all dates thereafter, for any and all purposes and activities including without limitation, the operation, maintenance, observation or use of any type of off highway vehicle (OHV) or other motorized vehicles, motorcycles or trailers (hereinafter referred to as "Activities"), the undersigned, on his/her own behalf and on behalf of his/her personal representatives, heirs, next of kin, and any and all other persons using the premises or participating in the activities as a guest of the undersigned (hereinafter collectively referred to as the "Undersigned"):

1. Acknowledges, agrees and represents that immediately upon entering the Premises the undersigned shall and shall continuously thereafter, inspect every area of the Premises which the undersigned enters, and on which vehicles are used, and the undersigned further agrees and warrants that, if at any time the undersigned is in or about any part of the Premises and feels anything, including vehicles, to be unsafe, the Undersigned will immediately advise a representative, employee, or agent of the owner of the Premises of such and if necessary will leave the Premises and/or refuse to participate in the Activities. (Initial here _____)
2. Hereby **RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE MORNINGSIDE, A KITTY HAWK KITES FLIGHT PARK, KHK MORNINGSIDE, LLC, FLIGHT PARKS, LLC, KITTY HAWK KITES, INC., and DAVID BLITTERSDORF, TRUSTEE OF THE DAVID BLITTERSDORF REVOCABLE TRUST (including personnel)**, any individual engaging in the Activities, rescue personnel, and the Premises inspectors, surveyors, underwriters, consultants and others who give recommendation, directions, or instructions or engage in risk evaluation or loss control activities regarding the Premises, and each of them, the directors, officers, agents and employees (hereinafter referred to as "Releases"), from all liability to the Undersigned for any and all or damage, and any claim or demands therefore on account of injury to the person or property or resulting in the death of the Undersigned arising out of or related to the Premises or the Activities, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASESEES OR OTHERWISE.** (Initial here _____)
3. Hereby agrees to indemnify and **SAVE AND HOLD HARMLESS THE RELEASEES** and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the Premises or the activities **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.** (Initial here _____)
4. Hereby **ASSUMES FULL RESPONSIBILITY** for any risk of bodily injury, death, or property damage arising out of or related to the Premises or the Activities **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.** (Initial here _____)
5. Hereby **ACKNOWLEDGES THAT THE ACTIVITIES ARE VERY DANGEROUS AND INVOLVE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.** The Undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees. (Initial here _____)

6. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement **EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to be as broad and inclusive as is permitted by the laws of the state of New Hampshire and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. (Initial here _____)

I HAVE READ BOTH PAGES 1 AND 2 OF THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE, CONTINUING AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT OF THE LAW.

Name (please print) _____

Address: _____

Phone: _____ Email: _____

SIGNATURE: _____ Date: _____

Adult Rider (signature please)

PARENTAL CONSENT, RELEASE OF WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

This is to certify that I, as a PARENT/GUARDIAN with LEGAL RESPONSIBILITY for this participant, do consent and agree to his/her release as provided above of all Releases, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvements or participation in the activities as provided above, even if arising from the negligence of the RELEASEES, to the fullest extent provided by the law.

Minors are not allowed on Morningside, a Kitty Hawk Kites Flight Park's premises (for the purpose of riding Off Road Vehicles) without adult supervision. The Releasees are not responsible for watching over minor children at any time. If your child is attending, watching or participating in Activities with a responsible adult other than their legal PARENT/GUARDIAN they must have on file a copy of this waiver signed by their legal PARENT/GUARDIAN.

Parent/Legal Guardian signature _____ Date _____

Print Name of Parent/ Legal Guardian _____