

## FREE YOUR MIND KITEBOARDING : TERMS AND CONDITIONS

### RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT IKO

In consideration of using the gear in the sport of POWER KITING, the undersigned participant (and the parent or legal guardian of the participant if the participant is a minor), for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

A. DEFINITIONS – The following definitions apply to terms used in this Agreement:

1. “POWER KITING” means the use of a large kite for the purpose of having the kite provide significant pull or having the kite propel the participant, whether it be on land, sea or air, and whether or not it be in conjunction with a vehicle, board or other device. POWER KITING is a developing sport and examples of POWER KITING activities include, but are not limited to, kiteboarding, snowkiting, kite surfing, kite buggying, kiteskating, kite jumping, and manlifting. The listing of examples in this definition is not meant to limit, in any way, the scope of the definition of POWER KITING.

2. “PARTICIPATION IN THE SPORT” means engaging in the sport of POWER KITING, and includes all activities involving the setup, use and breakdown of POWER KITING equipment, and further includes the giving or receiving of assistance or instruction in the sport of POWER KITING.

3. “SPORTS INJURIES” means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by participant as a result of PARTICIPATION IN THE SPORT and/or as a result of the administration of any IKO programs (for example: the certification programs). If participant is under 18 years of age, the term “SPORTS INJURIES” means personal injury, bodily injury, property damage and/or any other personal or financial injury sustained by participant as well as personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by participant’s parents or legal guardians, as a result of participant’s PARTICIPATION IN THE SPORT and/or as a result of the administration of any IKO programs.

4. “RELEASED PARTIES” means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, representatives, examiners, trainers, certified

instructors, certified schools, independent contractors, sub-contractors, lessors and lessees:

- a) The International Kiteboarding Organization (IKO);
- b) Each of the person(s) sponsoring and/or participating in the administration of participant's IKO certification(s);
- c) Each of the Power Kiting organizations that are affiliated in any way with the IKO, such as schools, clubs, non-profits, etc... ;
- d) Each of the property owners on or over whose property participant may PARTICIPATE IN THE SPORT;
- e) All persons involved, in any manner, in the sports of POWER KITING at the site(s) where participant PARTICIPATES IN THE SPORT. "All persons involved" includes, but is not limited to, spectators, power kites, vessel operators, assistants, drivers, schools, instructors, observers, trainers, examiners and the owners of any involved equipment; and
- f) All other persons lawfully present at the site(s) during participant's PARTICIPATION IN THE SPORT.

B. I FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I MAY HEREAFTER HAVE FOR SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF ANY OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

C. I WILL NOT SUE OR MAKE A CLAIM against any of the RELEASED PARTIES for loss or damage on account of SPORTS INJURIES. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorney's fees and costs of the RELEASED PARTIES.

D. I AGREE THAT this Agreement shall be governed by and construed in accordance with the laws of Spain. All disputes and matters whatsoever concerning SPORTS INJURIES or arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in Spain. However, if an occurrence giving rise to SPORTS INJURIES takes place outside Spain, its territories or possessions, then any dispute concerning those SPORTS INJURIES shall be litigated, if at all, in and before a court located in the country of the occurrence.

E. SEVERABILITY. If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed

and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

F. CONSTRUCTION. This agreement shall apply to any and all SPORTS INJURIES occurring at any time after the execution of this agreement. This agreement is in addition to and is not intended to replace any other agreements related to liability for SPORTS INJURIES that participant (or participant's parents or legal guardians) may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, participant (and participant's parents or legal guardians) intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.

G. I REPRESENT THAT participant is at least 18 years of age, or, that I am the parent or legal guardian of participant and am making this agreement on behalf of myself and participant. If I am the parent or legal guardian of participant, I AGREE TO INDEMNIFY AND REIMBURSE the RELEASED PARTIES for their defense and indemnity from any claim or liability in the event that participant suffers SPORTS INJURIES as a result of PARTICIPATION IN THE SPORT, even if caused in whole or in part by the action, inaction or negligence (whether active or passive) of any of the RELEASED PARTIES, to the fullest extent allowed by law.

H. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE (WHETHER PASSIVE OR ACTIVE) OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

I HAVE READ THIS AGREEMENT; I FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN POWER KITING AND THAT ACTION, INACTION OR NEGLIGENCE OF OTHERS CAN INCREASE THOSE DANGERS; I FURTHER UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PREVENT ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN THE SPORT.

WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING!

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## FREE YOUR MIND KITEBOARDING : TERMS AND CONDITIONS Ultimate Kite Festival

### 1. General provisions

This terms and conditions apply to all types of kitesurfing / surfing rentals and kitesurfing / surfing trips, organised by Free your Mind Maroc and participant (and the parent or legal guardian of the participant if the participant is a minor). Use of all safety equipment is highly recommended by Free your Mind Maroc, if participant refuses to use it during the festival, he/she takes all responsibility for all possible damages arising out of that.

### 2. Application

Participant can apply for the ultimate kitesurfing festival in person, through the internet or by phone. By signing the application form for participation of the ultimate kitesurfing festival the participant/tenant accepts this terms and conditions. If applying through internet or through phone, the participant accepts this terms and conditions when he agrees to participate in the festival.

### 3. Payment

100 % of the total cost has to be paid in full amount prior to the beginning of the kitesurfing event.

### 4. Price

Prices are available on the internet site. Free your Mind Maroc has the right to increase or reduce any of the prices. Any changes will be made clear at the time of booking.

### 5. Cancellation and changes of booking by participant

Any cancellations or changes to the booking must be made in writing and will only be accepted from the date they are received by Free your Mind Maroc. Refunds for cancellations are as follows:

- until 4 weeks before arrival date: full amount
- until 1 week before arrival date: 50% of the amount
- less than 1 week before: no refund at all Free your Mind kiteboarding provides the opportunity to transfer the trip to a third person. This has to be communicated until one week before.

Participant can cancel a trip at his/her own request. In this case, no refund for the paid amount will be provided and transfer of the trip to a third person is not possible. The booking can be changed 14 days prior to the beginning of the trip, Free your Mind Maroc will make every effort to change the requested booking. Less than 14 days prior to the start, no changes can be made.

#### 6. Arrival /Departure

Free your Mind Maroc provides the airport transfers through a company or their own transportation. The participant will be awaited at his communicated arrival time at the airport with a sign where his name and the name of the company is written. For changes of arrival / departure times, the participant has to communicate this prior with Free your Mind Maroc by phone. Contact Numbers are on the websites written.

#### 7. Delay of participant

If participant arrives to the airport with delay and no previous communication, Free your Mind Maroc is not obliged to pick him/her up.

#### 8. Accommodation / Food

Free your Mind Maroc offer accommodation and food (three meals a day) included in the package. As the food and accommodation providers are third party's, Free your Mind kiteboarding don't take any responsibility or liability for the quality.

#### 9. Cancellation and changes of booking because of higher forces

If the wind wave power is not sufficient during the trip and within the participant is not able to practice this sport, Free your Mind Maroc will do it's best to make the trip with different activities worth it but is not obliged to give the participant any refund. If the booking is cancelled because of an unforeseen, inevitable and unpredictable act of nature (hurricanes, tornadoes, typhoons, etc.) or war, hostilities, warlike operations etc., no refund will be provided.

#### 10. Safety

Participant/tenant is obliged to take care of his/her own safety, safety of other participants and other persons in the vicinity. Participant must be in the best of health and has to declare any medical conditions that may affect his/her or others safety whilst participating in kitesurfing / surfing trips.

When in doubt Free your Mind kiteboarding recommend to consult a family doctor. He/she must be able to swim for at least 15 minutes in open water without any support. During the practicing of kitesurfing / surfing participant

should not be under the influence of alcohol, drugs or other sedatives. The organiser may suspend a participant from the practice, if he/she does not has sufficient kitesurfing level (riding upwind and in case foiling experience) and/or is behaving dangerously or disturbs. In this case Free your Mind kiteboarding will not refund any money.

#### 11. Handling equipment

The equipment used during the ultimate festival is new 2020 test equipment provided directly from the brands. Safety and operational readiness of all equipment is given. However, the participant/tenant is obliged to check equipment before use. Before renting the kitesurf equipment, Free your Mind Maroc will need a licence incl. Number provided and Free your Mind Maroc will make a quick test of the participants kitesurfing knowledge. The participant has to be able to stay up wind, if he/she is not sufficiently skilled to handle the rental gear, Free your Mind Maroc will refuse the rental and classes can be take for additional fee. The test pass will decay and not refunded.

Participant/tenant has to use all equipment in accordance with the purpose of use and with care. In case of damage or loss of equipment by participant/tenant or third person, Free your Mind Maroc has to be informed immediately and the damage has to be refunded. Participant/tenant has to manage the kitesurfing equipment according to the instructions, if not, the organizer may forbid him/her to use the equipment any longer without compensation.

#### 12. Insurance

##### 11. Liability

Participant voluntarily assumes all risks related to the sport of kitesurfing, known and unknown. The organizer obligates to show a valid accident, third liability and damage insurance. If the participant does not have one, it can be contracted here: <https://cp.vdws.de/shop/insurance/IS> and indicate the partner school number: VS17798. Medical and accident insurance are not provided by Free your Mind kiteboarding. Free your Mind Maroc accepts no liability for loss or damage of participant's property.

Participant/tenant is liable for all the damage or loss of equipment during the test and must pay an amount equal to damage/loss on its own.

Participant/tenant releases and discharges Free your Mind Maroc from any and all liabilities, claims, demands, or causes of action that he/she may

hereafter have for sports injuries, loss/damage of the equipment or third party claims however caused, even if caused in whole or part by the action, inaction or negligence (whether active or passive) of Free your Mind Maroc, other participants or third party to the fullest extent allowed by law.

Therefore participant will not sue or make a claim against Free your Mind kiteboarding for loss or damage on account of sports injuries, loss or damage of the equipment or third party claims. If he/she violates this by filing such a suit or making such a claim, he/she will pay all attorney's fees and costs of Free your Mind Maroc.

All disputes and matters whatsoever concerning sports injuries, loss or damage of the equipment and third party claims or arising under, in connection with this terms and conditions shall be litigated, if at all, in and before a Court located in Morocco, to the exclusion of the Courts of any other Country.

#### 12. Personal data, photo and video

By accepting this terms and conditions participant agrees that his/hers personal data can be used for the needs of Free your Mind Marocs ThekiteMag, marketing/promotions and for notification about offers from Free your Mind Maroc & ThekiteMag. This personal data will not be forwarded to third parties if they are not connected with Free your Mind kiteboarding. During the festival photos and videos can be taken by Free your Mind Maroc & ThekiteMag.. By accepting this Terms and conditions, participant grants the Free your Mind kiteboarding & ThekiteMag the right to use the photos and videos of him/her for promotional purposes.

#### 13. Additional

Free your Mind Maroc reserves the right to change the content of this Terms and conditions at any time.

#### 14. Severability

If any part, article, paragraph, sentence or clause of this Terms and conditions is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the agreement shall continue in full force and effect.

#### 15. Construction

This Terms and Conditions are in addition to and are not intended to replace any other agreements related to liability for sports injuries, damage or loss, that participant/tenant (or participant's/tenant's parents or legal

guardians) may have signed, either in the past or in the future. To the extent that there is any conflict between the documents, participant/tenant (and participant's/tenant's parents or legal guardians) intends to be subject to the document that provides the most expansive release of claims and assumption of risk allowed by law.

#### 16. Effectiveness

By signing the application form for participation at the kitesurfing / surfing trips or when applying through internet or phone, the participant/tenant claims that he/she has read and understood the terms and conditions of Free your Mind kiteboarding and that he/she will act according to these rules. If participant/tenant is a minor, written consent of the legal representative must be provided.