

South Padre Island Windsurfing

2011

NEW MEMBER RENEWAL SAILOR KITEBOARDER

*** Please, LEGIBLY print the following information**

* NAME _____
* ADDRESS _____
* CITY / STATE / ZIP _____
* PHONE NO _____
* EMAIL _____

ANNUAL DUES ONLY:

Yearly \$25

How do you wish to receive
your newsletter?

Printed

E-mail

Important Notice: The North Flats is private property and is not open to the general public. In order for YOU and your guests to use the North Flats YOU must sign a WINDSURFER / KITEBOARDER RELEASE FORM and pay a membership fee. Please fill out this form and return it with your check to: **SOUTH PADRE ISLAND WINDSURFING, BOX 3827, SPI, TX 78597. You can also register on line at <http://www.spiwindsurfing.com/>**

WINDSURFER/KITEBOARDER RELEASE

The undersigned (windsurfer/kiteboarder), in consideration for being granted the right to sail on the Pinnell Tract 1, Cameron County, Texas, (the "Licensed Property") does hereby agree as follows:

1. Assumption of Risk. Windsurfer/Kiteboarder agrees to assume all risks incidental to the use of the Licensed Property by Windsurfer/Kiteboarder, even though such risks may not now be within the reasonable contemplation of Windsurfer/Kiteboarder or the owners of the Licensed Property or their employees or agents (the "owners"). Windsurfer/Kiteboarder acknowledges that no warranty, neither express or implied, is made by the Owners as to the condition of the Licensed Property, or any improvements located thereon. Windsurfer/Kiteboarder acknowledges that he or she is not relying on the Owners for any notice of any dangerous conditions on the Licensed Property, whether or not such conditions may be concealed or latent, or known to the Owners, and that the Owners have no legal duty to disclose such conditions to Windsurfer/Kiteboarder.

2. Release and Indemnification. In consideration for the right to enter the Licensed Property, WINDSURFER/KITEBOARDER DOES HEREBY RELEASE AND FOREVER DISCHARGE THE OWNERS AND THEIR HEIRS, PERSONAL REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS AT LAW OR IN EQUITY, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, COSTS OF LITIGATION AND REASONABLE ATTORNEYS FEES (COLLECTIVELY THE "CLAIMS")) IN ANY WAY RESULTING FROM, ARISING OUT OF, OR INCIDENTAL TO, ANY ACCIDENT, INCIDENT OR OCCURRENCE, OCCURRING IN CONNECTION WITH THE USE OF THE LICENSED PROPERTY BY WINDSURFER/KITEBOARDER OR ANY MINOR OR ANY GUEST OF WINDSURFER/KITEBOARDER WHO HAS NOT SIGNED THIS RELEASE, WHO ACCOMPANIES WINDSURFER/KITEBOARDER ON THE LICENSED PROPERTY, WHETHER OR NOT CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE OF THE OWNERS OR ANY OF THE OTHER RELEASED PARTIES. IT IS EXPRESSLY AGREED THAT THE OWNERS AND RELEASED PARTIES ARE EXPRESSLY RELEASED FROM ANY CLAIMS ARISING AS A RESULT OF OWNERS' AND RELEASED PARTIES' FAILURE TO NOTIFY WINDSURFER/KITEBOARDER OF ANY DANGEROUS CONDITION ON THE LICENSED PROPERTY, WHETHER OR NOT SUCH FAILURE MAY CONSTITUTE NEGLIGENCE. WINDSURFER/KITEBOARDER AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY CLAIMS BY THIRD PARTIES IN ANY WAY RESULTING FROM OR ARISING OUT OF THE ACTIONS OR NEGLIGENCE OF THE WINDSURFER/KITEBOARDER, OR ANY MINOR OR ANY GUEST OF WINDSURFER/KITEBOARDER WHO HAS NOT SIGNED THIS RELEASE, WHO ACCOMPANIES WINDSURFER/KITEBOARDER ON THE LICENSED PROPERTY. WINDSURFER/KITEBOARDER COVENANTS AND AGREES THAT WINDSURFER/KITEBOARDER, HIS OR HER HEIRS, SUCCESSORS AND ASSIGNS, WILL NOT MAKE ANY CLAIMS OR INITIATE ANY WRIT OR ACTION AT LAW OR IN EQUITY AGAINST THE OWNERS, OR THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

3. Damage to Ranch Property. Windsurfer/Kiteboarder agrees to reimburse the Owners for any damage to the property of the Owners which may be caused by the action of Windsurfer/Kiteboarder, or any minor or any guest of Windsurfer/Kiteboarder who has not signed this Release, who accompanies Windsurfer/Kiteboarder on the Licensed Property.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WINDSURFER/KITEBOARDER RELEASE.

Dated _____ / _____ / 20_____

WINDSURFER/KITEBOARDER SIGNATURE

WINDSURFER/KITEBOARDER PRINTED NAME

➔ BE SURE TO SIGN YOUR RELEASE FORM ➔

Your personal contact information will not be made available for public record of any kind!