

## Waiver of Liability for Phone Consultations

I would like to retain **Chris Krug dba Hardwater Kiting and Eastside Bike Guides** to answer some questions, by phone, regarding his **opinion** on snow kiting methods, techniques and equipment. **I understand that information relayed to me by Chris Krug dba Hardwater Kiting and Eastside Bike Guides is based solely on his personal experience** and may or may not apply to my ability or level of skill.

In consideration of having access to information or opinion provided by **Chris Krug dba Hardwater Kiting and Eastside Bike Guides** in regards to snow kiting methods, techniques and equipment, the client requesting consultation hereby agrees, to the fullest extent of the law, to the following:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against **Chris Krug dba Hardwater Kiting and Eastside Bike Guides** arising out of the client's participation in the activities discussed and/or utilizing or acting upon their interpretation of opinion(s) shared by **Chris Krug dba Hardwater Kiting and Eastside Bike Guides**.
- 2) **TO ASSUME ALL RISKS** of participating in the activities about which the opinion of **Chris Krug dba Hardwater Kiting and Eastside Bike Guides** considered, utilized or acted upon by the client/participant. Even those caused by the **negligent** acts or conduct of the consultant, owners, affiliates, operators, employees, agents, and/or officers or by the client/participant's misinterpretation of any opinion shared by **Chris Krug dba Hardwater Kiting and Eastside Bike Guides**. The client/participant understands that there are inherent risks in participating in the snow kiting activities and/or the use of any opinion shared by **Chris Krug dba Hardwater Kiting and Eastside Bike Guides** which may be both foreseen or unforeseen and include serious injury and death;
- 3) **TO RELEASE** **Chris Krug dba Hardwater Kiting and Eastside Bike Guides** it's owners, affiliates, operators, employees, agents and officers from all liability for any loss, damage, injury, death or expense that the client/participant (or his/her next of kin) may suffer, arising out of his/her utilization of opinion shared by **Chris Krug dba Hardwater Kiting and Eastside Bike Guides**. The client/participant specifically understands that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of **Chris Krug dba Hardwater Kiting and Eastside Bike Guides** it's owners, affiliates, operators, employees, agents and officers to the fullest extent of the law. However, nothing in this agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** **Chris Krug dba Hardwater Kiting and Eastside Bike Guides** it's owners, affiliates, operators, employees, agents and officers from all liability for any loss, damage, injury, death or expense that the client/participant (or his/her next of kin) may suffer, arising out of his/her utilization of opinion shared by **Chris Krug dba Hardwater Kiting and Eastside Bike Guides**.

**PERSONAL RESPONSIBILITY**

The Client/Participant certifies that the Client/Participant has no mental or physical condition that precludes him/her from participating in the activities discussed during a consultation period and that he/she is not participating against medical advice.

The Client/Participant understands and agrees that the Client/Participant's participation in the discussed activities is completely voluntary and was not solicited by **Chris Krug dba Hardwater Kiting and Eastside Bike Guides**.

The Client/Participant understands that the Client/Participant is obligated to know and follow the rules of conduct for the discussed activities and he/she can minimize his/her risk of injury or death by doing so through the exercise of *COMMON SENSE* and by being aware of his/her surroundings.

The Client/Participant understands that the opinion(s) shared by **Chris Krug dba Hardwater Kiting and Eastside Bike Guides** is NOT a substitute for actual onsite instruction and individual performance is varies based on skill level and equipment selection and that the opinion expressed by **Chris Krug dba Hardwater Kiting and Eastside Bike Guides** offers no guarantee of increased performance or of safety.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by **Chris Krug dba Hardwater Kiting and Eastside Bike Guides** and his/it's counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_