

NAISH

Wing-Surfer

RELEASES & AGREEMENTS

RELEASE OF LIABILITY, CLAIM WAIVER AND ASSUMPTION OF RISK AGREEMENT

RELEASE AND WAIVER OF CLAIMS AGREEMENT

In consideration of your use of this product, you hereby agree to the following, to the fullest extent permitted by law:

To waive any and all claims that you have or may have in the future against Naish International, a division of Nalu Kai Incorporated, or any of its agents, resulting from use of this product and any of its components.

To release Naish International, a division of Nalu Kai Incorporated, or any of its agents from any and all liability for any loss, damage, injury or expense that you or any users of this product may suffer, or that your next of kin may suffer, as a result of the use of this product, due to any cause whatsoever, including negligence or breach of contract on the part of Naish International, a division of Nalu Kai Incorporated, or any of its agents, in the design or manufacture of this product.

ARBITRATION

In further consideration of the sale to you of this product and any of its components, you hereby agree to submit to binding arbitration any and all claims, which you believe you may have against Naish International, a division of Nalu Kai Incorporated, or any of its agents, arising from the use of any of the Naish International/Nalu Kai Incorporated equipment. The arbitration shall be pursuant to the rules of the American Arbitration Association.

Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in Maui, Hawaii unless otherwise mutually agreed to by all parties. The submission to the American Arbitration Association shall be limited and the arbitration award may be enforced by any court of competent jurisdiction.

BINDING EFFECT OF AGREEMENT

In the event of your death or incapacity, this Agreement shall be effective and binding upon your heirs, next of kin, executors, administrators, assigns and representatives.

ENTIRE AGREEMENT

In entering into this Agreement, you are not relying upon any oral or written representations other than what is set forth in this agreement and User's Guide.

BY INFLATING THE LEADING EDGE AND ASSEMBLING THIS PRODUCT, YOU ARE AGREEING TO:

1) be bound to the terms set forth below and 2) require anyone using this product to be bound by such terms. If you are unwilling to be bound by these terms, return this product (before use) for a full refund.

ASSUMPTION OF RISK

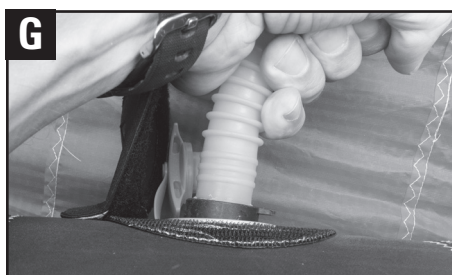
Use of this product and any of its components involves certain inherent risks, dangers and hazards, which can result in serious personal injury and death. In using this product you freely agree to assume and accept any and all known and unknown risks of injury while using this equipment. The risks inherent in the sport can be greatly reduced by abiding by the Warnings and Guidelines listed in this User's Guide and by using common sense.

WARNING & SAFETY PRECAUTIONS

- Wingfoiling can be a dangerous sport.
- Always use extreme caution when using this product.
- Misuse of this product can cause serious injury or death.
- Never use this product unless you are in good physical health.
- Never use this product unless you are an experienced swimmer.
- Never act in a careless manner when using this product.
- You are responsible for your own safety and the safety of others around you when using this product.
- If you are under the age of 18, you must have your parents or legal guardian read these warnings and instructions.
- If you are under 18 years of the age, you must not use this product without proper guidance and supervision by your parents or legal guardian.
- Use of this product exposes the user to unexpected and unavoidable risks, dangers and hazards.
- Do not use this product if you are under the influence of alcohol, drugs or medications.
- Never use this product in thunderstorm and lightning conditions.
- Never use this product in offshore wind conditions.
- Never use this product in wind conditions that are above your ability level.
- Make sure you take lessons from a Wingfoiling school before using this product on-the-water.
- Make sure you know on-the-water self-rescue techniques before using this product.
- Always wear a helmet, gloves, shoes and protective eyewear when using this product.
- Always wear a Coast Guard approved personal flotation device when using this product in the water.
- Always observe local rules and regulations when using this product.
- Make sure to always stay 100 m away from obstructions.
- Never use this product without a leash.

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INFLATING THE WING

- A) Lay the wing flat on the ground (upside down) with the strut facing up. Make sure the leading edge is facing toward the wind.
- B) Attach the pump leash to the leash connection point on the leading edge.
- C) Make sure the switch device on the pipe connecting the leading edge to the strut is open.
- D) Open the SureLock Valve cover on the leading edge to reveal the SureLock Valve.
- E) Make sure the red button is on the upper position.
- F) Using a Naish pump with gauge, inflate the kite to the recommended 10 psi.
- G) Remove pump nozzle from SureLock Valve and tighten the cap by turning it clockwise to the closed position.
- H) Close the velcro cover over the SureLock Valve.
- I) Close the the switch device located under the neoprene cover on the pipe connecting the leading edge to the strut.

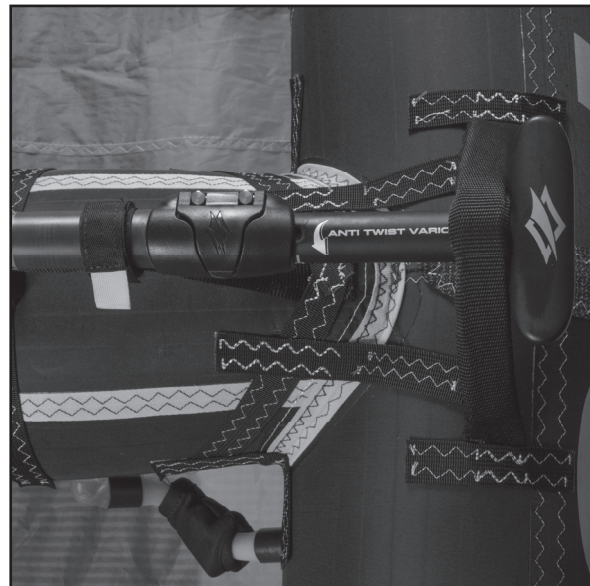
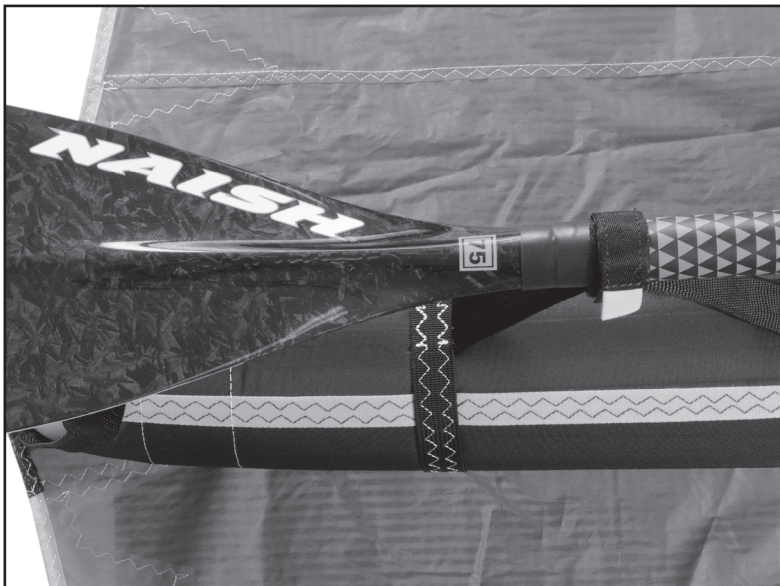


DEFLATING THE WING

- A) Open the switch device on the pipe connecting the leading edge to the strut.
- B) Loosen the SureLock Valve by turning it counter clockwise to the open position.
- C) Push the red button.

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USING THE PADDLE HOLDER

It is possible to take a paddle with you when going wingsurfing in the water in order to be able to come back to shore if the wind dies. To do so, lay your paddle onto the center strut and connect it to the handles using the three Velcro straps attached to the handles.

WING CARE

Do not leave your wing in direct sunlight or fluttering in the wind for long periods of time when not in use. Doing so may damage the canopy material.

Do not leave your wing inflated on hot surfaces such as asphalt or sand for long periods of time. Doing so may damage the bladders. Avoid contact with sharp objects such as hydrofoil wings, rocks, coral, sticks and other debris which can puncture the wing.

Do not leave your wing near shore break waves. Shore break waves can cause serious damage to your wing.

Do not allow the leading edge to bend backwards.

Do not allow sand and/or water to get in your bladders. If you have to deflate the wing on the water, close the valve immediately afterwards to avoid water from entering the bladders.

Never store your wing wet. Doing so may cause the canopy colors to bleed. Mildew may also occur. Only pack your wing away after it is completely dry.

Never store your wing in hot temperatures (over 40°C or 104°F) for example in a hot car. Doing so may severely damage your bladders.

WARRANTY

Naish warrants this product to be free from major defects in material or workmanship – to the original purchaser for a period of one year from the date of purchase.

This warranty is subject to the following limitations:

The warranty is valid only when the product is registered in the warranty section of www.wing-surfer.com within seven (7) days from the date of purchase.

The warranty is valid only when this product is used for normal recreational activities and does not cover products used in rental or teaching operations.

Naish will make the final warranty determination, which may require inspection and/or photos of the equipment, which clearly show the defect(s). If necessary, this information must be sent to the Naish distributor in your country—postage prepaid.

Product may be returned only if a return authorization number (RAN) is given in advance by the Naish distributor. The RAN number must be clearly labeled on the outside of the package or it will be refused.

If a product is deemed to be defective by Naish, the warranty covers the repair or replacement of the defective product only. Naish will not be responsible for any costs, losses or damages incurred as a result of loss of use of this product.

This warranty does not cover damage caused by misuse, abuse, neglect or normal wear and tear including, but not limited to: punctures, rigging with other than Naish components, damage due to excessive sun exposure or damage due to over inflation of the bladders, damage caused by improper handling and storage, damage caused by use in waves, shore break, or damage caused by anything other than defects in material and workmanship.

This warranty is void if any unauthorized repair, change or modification has been made to any part of the equipment.

The warranty for any repaired or replaced equipment is good from the date of the original purchase only.

The original purchase receipt must accompany all warranty claims. The name of the retailer and date of purchase must be clear and legible.

There are no warranties which extend beyond the warranty specified herein.