

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AND PARENTAL CONSENT AGREEMENT
("AGREEMENT")**

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY IN SAILING AND BOATING ACTIVITIES ("ACTIVITIES") EACH OF THE UNDERSIGNED (COLLECTIVELY, "I", "ME" OR "MYSELF" AS THE CONTEXT REQUIRES), FOR MYSELF, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN:

1. ACKNOWLEDGE, AGREE, AND REPRESENT THAT I UNDERSTAND THE NATURE OF THE ACTIVITIES AND THAT I AM QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITIES. I FURTHER AGREE AND WARRANT THAT IF AT ANY TIME I BELIEVE CONDITIONS TO BE UNSAFE, I WILL IMMEDIATELY DISCONTINUE FURTHER PARTICIPATION IN THE ACTIVITIES.

2. FULLY UNDERSTAND THAT: (A) THE ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (B) THESE RISKS AND DANGERS MAY BE CAUSED BY MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THE ACTIVITY, THE CONDITION IN WHICH THE ACTIVITY TAKES PLACE, OR THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (C) THERE MAY BE OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES EITHER NOT KNOWN TO ME OR NOT READILY FORESEEABLE AT THIS TIME; AND I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION OR THAT OF THE MINOR IN THE ACTIVITY.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE NEPTUNE SAILING CLUB, ITS RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, INSTRUCTORS AND EMPLOYEES, OTHER PARTICIPANTS, ANY SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSERS OF PREMISES ON WHICH THE ACTIVITIES TAKE PLACE, (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH ANY MAY INCUR AS THE RESULT OF SUCH CLAIM TO THE EXTENT SUCH CLAIM IS NOT COVERED BY NEPTUNE SAILING CLUB'S INSURANCE.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS RELEASE SHALL REMAIN IN EFFECT FOR ACTIVITIES IN WHICH I PARTICIPATE ON THE DATE OF THIS RELEASE AND THEREAFTER.

I, AM THE PARENT AND/OR LEGAL GUARDIAN OF THE FOLLOWING MINOR(S)

(COLLECTIVELY, THE "MINOR"). I UNDERSTAND THE NATURE OF THE ACTIVITIES DESCRIBED ABOVE AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. WHETHER OR NOT I AM A PARTICIPANT IN THE ACTIVITIES AND SIGNED THE RELEASE AND WAIVER SET FORTH ABOVE, I HEREBY RELEASE, DISCHARGE, COVENANT

NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM TO THE EXTENT SUCH CLAIM IS NOT COVERED BY NEPTUNE SAILING CLUB'S INSURANCE. THIS RELEASE SHALL REMAIN IN EFFECT FOR ACTIVITIES IN WHICH THE MINOR PARTICIPATES ON THE DATE OF THIS RELEASE AND THEREAFTER.

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: (____) _____

SIGNATURE OF PARENT/GUARDIAN

Date