

Waiver/Release

RELEASE OF LIABILITY -- READ BEFORE SIGNING

IN CONSIDERATION OF being allowed to participate in any way in the activities sponsored and/or hosted by Wawasee Yacht Club ("Yacht Club") and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The Yacht Club assumes no responsibility or liability for the regatta participant's personal belongings or boats of any type.

2. The risk of injury to me from the activities sponsored and/or hosted by the Yacht Club is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

3. FOR MYSELF, SPOUSE, AND HEIRS, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE YACHT CLUB or its agents, employees, officers or members or others, and assume full responsibility for my participation; and,

4. I willingly agree to comply with the Yacht Club's stated and customary terms and conditions for participation. Specifically, I acknowledge and agree that the decision to sail or not in any particular Yacht Club sponsored and/or hosted event is the ultimate decision of the skipper and the crew and not of the race committee or the Yacht Club. If I observe any unusual significant concern in my readiness for participation and/or in the activity itself, I will remove myself from the participation and bring such to the attention of the nearest official immediately; and,

5. I myself, my spouse, my children, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE THE YACHT CLUB, its agents, employees, officers, members, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my involvement or participation in activities sponsored and/or hosted by the Yacht Club, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

6. I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my involvement or participation in these activities, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(PRINT NAME)

Date Signed: _____

(Signature)