



Women's Sailing Foundation

WAIVER, RELEASE AND ASSUMPTION OF RISK

I understand there is an element of risk in any form of boating and realize there is a chance of an accident occurring. I accept and assume all risk.

In consideration of being permitted to participate in the activities being offered by the Women's Sailing Foundation and/or the National Women's Sailing Association, I, being of lawful age, on behalf of myself, my personal representatives, heirs and next of kin release, waive any claim against, discharge and covenant not to sue the Women's Sailing Foundation and/or the National Women's Sailing Association, their officers and directors, their employees, servants, agents or any owner of any boat used by the Women's Sailing Foundation and/or the National Women's Sailing Association, their heirs, administrators and executors (hereinafter collectively referred to as "releasees") and agree not to hold any of the above named releasees liable for any claim including but without limitation, any claim for bodily or personal injuries, known or unknown, death or property damage resulting or arising from an accident or event which may occur while on, or boarding, or disembarking from any boat or facility used by the above described releasees or as a result of my participation in activities conducted by the releasees whether caused solely or in part by the negligence, gross negligence or intentional conduct of the releasees. I agree to indemnify the releasees and each of them from any loss, liability, damage or cost they may incur due to my participation whether caused solely or in part by the negligence, gross negligence or intentional conduct of the releasees.

I hereby assume full responsibility for and risk of bodily injury, death or property damage due to negligence of the releasees or otherwise while participating in activities conducted by the releasees named parties or where I am present on their premises. I expressly agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law and that if any portion of this agreement is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

I FURTHER STATE THAT I HAVE CAREFULLY READ THE RELEASE AND KNOW THE CONTENTS OF THE RELEASE AND SIGN THIS RELEASE AS MY OWN FREE ACT.

I FURTHER RELEASE ALL OF THE RELEASEES FROM ANY CLAIM WHATSOEVER ON ACCOUNT OF FIRST AID, TREATMENT OR SERVICES RENDERED BY THEM. THIS RELEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES TO THIS AGREEMENT AND THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND NOT A MERE RECITAL.

NAME(print) _____ DATE _____

SIGNATURE _____

PHOTO AUTHORIZATION

I do hereby irrevocably consent to and authorize the use and reproduction by the Women's Sailing Foundation and/or the National Women's Sailing Association., or anyone authorized by the Women's Sailing Foundation and/or the National Women's Sailing Association., of any and all photographs taken of me in all forms and media and for any purpose whatsoever without further consideration.

NAME (print): _____
SIGNATURE: _____ DATE _____

CONSENT OF PARENT OR GUARDIAN

If you are under 18 years of age, signature of a parent or guardian is required.

In consideration of allowing _____ to participate in the activities described in the foregoing release, I the undersigned parent or guardian, execute this release on the minor's behalf and additionally agree on my individual behalf to indemnify the releasees against any and all liability whether caused solely or in part by the negligence, gross negligence or intentional conduct of the above releasees.

SIGNATURE OF PARENT OR GUARDIAN _____
RELATIONSHIP TO STUDENT _____