

ASSUMPTION AND ACKNOWLEDGMENT OF RISKS
AND
RELEASE OF LIABILITY AGREEMENT

In consideration of being allowed to participate in sailing with The San Luis Yacht Club, its related events and activities, I, _____, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in sailing is possible, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEE or others, and assume full responsibility for my participation; and,
3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS The San Luis Yacht Club, his agents and/or contractors, and if applicable, owners and lessors of premises used for the activity ("Releasee"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE, to the fullest extent permitted by law and will make good to and reimburse the Releasee any expenditures, including reasonable attorney's fees, the Releasee may make by reason of such matters.

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.

X _____ Date: _____
Participant's Signature

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(Under age 18 at time of services)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____ Date: _____
PARENT/GUARDIAN'S SIGNATURE