

Blackjack Sailing - Assumption of Risk, Liability Waiver, Release and Indemnification Agreement

Please Read Carefully

Participant's Name: _____

I, the undersigned wish to voluntarily enroll in the Blackjack Sailing Program (the Program). In consideration of my participation in this voluntary recreational activity and use of Blackjack Sailing facilities, I acknowledge and agree as follows, for myself, my heirs, and my representatives and assigns:

1. I understand that risks exist in the Program and shoreside activities, including but not limited to, the risks of serious physical injury, death or permanent disability from car accident, falling, boat collision, capsizing, and drowning. I freely assume all risks, including unforeseen risks. Blackjack Sailing is not my insurer. I will maintain insurance as prudent for the protection of myself, including medical and liability coverages.

2. To the fullest extent permitted by law, I promise not to sue, I forever release and agree to indemnify and hold harmless Blackjack Sailing from and against any and all claims, damages, liabilities, losses, suits, costs and expenses including attorney fees, for personal injury to myself or any other person, and loss of any property, arising from the my participation in the Program and shoreside activities on or off Blackjack Sailing premises, and including any active or passive negligence of Blackjack Sailing, such as negligent rescue. My obligations under this paragraph shall survive the termination of my participation in the Program.

3. I represent that I am in good health, am able to safely undertake sailing activities, and can swim well enough in the event my boat capsizes to avoid any resulting danger; and that the I am capable of comprehending instruction, following directions, and observing proper safety precautions. I agree to abide by the decisions of the Program's Head Instructor if he/she finds it necessary to discipline or dismiss me for lack of attention, misbehavior, or failure to follow safety precautions.

4. For the purpose of the Agreement, "Blackjack Sailing" includes its parent companies, affiliates, and the owners, partners, directors, officers, employees, agents, volunteers, and committee persons of any of them. This Agreement contains all of the understandings between me and Blackjack Sailing regarding the subject matter hereof, and may be modified only in a writing signed by the parties. I am not relying upon any promise, representation or inducement not contained herein. The above waiver, release and indemnity provisions are continuing obligations and intended to be as broad, comprehensive and inclusive as permitted by law, but are not intended to assert any claim or defense prohibited by law. The provisions of this Agreement shall be interpreted in such a way so as to render them valid whenever possible, and any ambiguity shall not be strictly construed against Blackjack Sailing. If any part of this Agreement is held invalid by a court or arbitrator having jurisdiction, the remainder shall continue in full force and effect.

I certify that I have carefully read, understand and agree to the above.

Participant's Signature

Date

Print Name