

RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS & ASSUMPTION OF RISK

In consideration for services offered by HORNBY ISLAND SAILING, its officers, employees, agents, Servants, affiliates, contractors, insurers, reinsurers, and the sailing Vessel “Tribune Blue” (hereafter the “Releasees”), and for use of the facilities, premises, equipment, food, and beverage of the Releasees engaged in marine sailing activities, lessons and other activities involved with the Vessel, I hereby understand and agree to this release of liability, waiver of legal rights, and assumptions of risk, and to the terms hereof as follows:

- I understand and acknowledge that sailing is a marine based activity involving unpredictable marine environments, that such activity is subject to mishap, injury and even death, and that no amount of care, caution, instruction, or expertise can totally eliminate these risks. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH AND/OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SAILING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
- I hereby RELEASE AND DISCHARGE The Releasees from any and all liability, claims, demands, or causes of actions that I may hereafter have for injuries, disability, contraction of any diseases or illness, or death, or damages arising out of my active or passive participation in sailing activities including, but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
- I agree to INDEMNIFY AND HOLD THE RELEASEES HARMLESS from all claims, judgments, and costs including attorney’s fees, whether arising from or instituted by myself or a third party, incurred in connection with any action brought as a result of my active or passive participation in sailing activities.
- I further represent that I am at least 18 years of age, or, as signatory as “Guardian” below I warrant to the Releasees that I am legal guardian and have authority from all persons necessary (including the minor) to execute and be bound by this agreement, and as such waive and release any and all legal rights that may accrue to me or to the minor as the result of any injury that the minor may suffer while engaging in marine sailing activities, lessons and/ or other activities involved with the Vessel.
- I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risk is a contract pursuant to which I have released any and all claims against the Releasees resulting from my participation in sailing activities including any claims by the negligence of the Releasees.
- I warrant that I have answered the questions above truthfully and to the best of my knowledge, and I acknowledge that HORNBY ISLAND SAILING relies on the accuracy of those answers to assess my eligibility as a participant in the services offered by HORNBY ISLAND SAILING.

I HEREBY READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, AND ASSUMPTION OF RISK FULLY UNDERSTAND ITS CONTENT AND SIGN IT OF MY OWN FREE WILL.

Name of Participant Signature (mm/dd/yy) Signature of Guardian of Minor