

## ASSUMPTION AND ACKNOWLEDGMENT OF RISKS & RELEASE OF LIABILITY AGREEMENT

In consideration of being allowed to participate in watersport events and activities and/or being provided with watersport recreational property or services, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns:

**1. ACKNOWLEDGMENT OF RISKS.** Acknowledge that some, but not all, of the risks of participating in the watersport activity include: (1) Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; (2) Wind shear, inclement weather, lightning, variances and extremes of wind, waves, weather and temperature; (3) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; (4) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (5) The presence of insects and marine life forms; (6) Equipment failure or operator error; (7) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration; (8) Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of an accident.

**2. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY.** Agree to assume responsibility for all the risks of the activity, whether identified above or not, (EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity (EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW).

**I agree to wear a US Coast Guard approved personal flotation device while using a rental watercraft.**

**3. RELEASE.** I hereby release **Union Sailing Club**, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted ("owner") and their insurers, if any, (Collectively "Releasees") **FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AND OTHER PERSONS** as a result of my/our participation in the activity, **EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).**

**I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS.**

Participant's Name (printed): \_\_\_\_\_ Age: \_\_\_\_\_

Participant (Parent) Address: \_\_\_\_\_

Participant (Parent) Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

List any known allergies to plants, insects or medications (if more space is required, attach extra pages)

\_\_\_\_\_  
Print Parent or Legal Guardian Name (if participant is under 18):

\_\_\_\_\_  
Participant (or Parent) Signature: \_\_\_\_\_ DATE: \_\_\_\_\_