

## Example Waiver



### LUFFING LASSIES

## WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**WAIVER:** I understand that sailing and water recreation activities have inherent risks, both on and off the water, that could result in damage to my property or that of others, as well as personal injury, including death. In consideration of permission to participate in all Luffing Lassies activities and other activities of the Sarasota Sailing Squadron (hereinafter "SSS") and its Luffing Lassies group, of which the Starboard Studs are deemed a part, (hereinafter "LL"), I, on behalf of myself, my heirs, my personal representatives and/or assigns, **DO HEREBY RELEASE, WAIVE AND DISCHARGE** the LL, the SSS, and the directors, officers, employees, volunteers, sponsors and agents of either (each a "Released Party"), from liability **FROM ANY AND ALL CLAIMS ARISING FROM** my participation in: a) any sailing activity associated with the SSS and/or its LL group, b) other activities (including land-based activities) of the SSS and/or LL, or c) the use of the SSS and/or LL sailing equipment, docks and facilities.

I **FURTHER GRANT** the LL the right to use my name and image in all forms of media without my prior approval, and **DO HEREBY RELEASE AND WAIVE** any claims arising therefrom.

I hereby **WAIVE ANY RIGHTS I MAY HAVE TO SUE** any of the Released Parties. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising from participation in the LL activities, or activities of the SSS, and to 2) any and all claims resulting from the damage to, loss of, or theft of personal property, and to 3) any and all claims arising from the use of my image and name in any and all forms of media.

**Initials** \_\_\_\_\_.

**ASSUMPTION OF RISK:** LL activities include but are not limited to rigging, sailing and racing Sunfish and other sailboats, and all activities and events related thereto. All of these activities, by nature, carry certain inherent risks on the water and on land that cannot be eliminated regardless of the care taken to avoid injuries. These risks may include damage to property or injury, including death. Additionally, further injury or damage may be sustained as the result of the efforts of third parties who come to the aid of the participant. I acknowledge that my participation is entirely at my own risk.

Lassies must have the physical strength to beach launch a 130 pound Sunfish and to right a capsized boat and to re-enter it from deep water. Lassies must also be able to swim and must have the physical agility to sail a Sunfish. I certify that I have no health issues or physical or mental disabilities or

limitations which would adversely affect my participation in LL activities, or which would result in increased risk to myself or to others.

I understand that the LL activities are staffed by volunteers. I acknowledge that these volunteers are not professional sailors or power boat operators, nor are they certified US Sailing instructors or lifeguards. The LL have made no representations to me, implied or otherwise, that they can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold the LL or their affiliates (e.g., the "Starboard Studs") responsible for their actions in attempting the performance of rescue or administration of first aid.

I may choose to use or rent equipment furnished by the LL. I acknowledge that it shall be my sole responsibility to determine whether or not to use any particular equipment or to participate in any particular race or other activity of the SSS or the LL based upon my skill level, the weather conditions, the equipment, the tides, water conditions and the location and conditions of the facilities.

I have read the previous paragraphs and **I KNOW THE NATURE OF THE ACTIVITIES** involved in the LL sailing program, **I UNDERSTAND THE DEMANDS** of those activities relative to my physical condition and skill level, and **I APPRECIATE THE TYPES OF INJURIES** that may occur as a result of my participation. **I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.**

**Initials** \_\_\_\_\_.

### **INDEMNIFICATION AND HOLD HARMLESS:**

I agree to pay the LL for loss or damage due to my intentional, negligent or careless use or misuse of equipment (including boats) or facilities. I also agree to **HOLD HARMLESS** the LL and the Released Parties from all claims resulting from my negligence and to indemnify them for any expenses incurred as a result thereof.

**Initials** \_\_\_\_\_.

**I have read this Waiver, Assumption of Risk and Indemnification Agreement and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_