

San Luis Yacht Club

ASSUMPTION AND ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY AGREEMENT

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

1. The risk of injury from use of the Club's boats and the activities involved in boating and 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, San Luis Yacht Club, or others, I and assume full responsibility for my use and 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, its Directors, Staff, Members, agents and/or contractors, and if applicable, owners and lessors of the boat and/or premises used for the activities ("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 "ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT", AND FULLY UNDERSTAND ITS TERMS, AND AM AWARE OF THE SUBSTANTIAL RISKS OF BOATING AND SAILING, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____

Participant's Signatures

DATE: _____

Address: _____

Phone: _____

City: _____ State: _____

ZIP: _____