



LIABILITY RELEASE & WAIVER AGREEMENT

In consideration for my participation in sailing activities associated with the CreekFleet Sailing Club, the undersigned participant ("Participant"), and if such Participant is a minor, the Participant's parent or legal guardian, and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, "Releasors"), hereby forever waive, release and discharge the CreekFleet Sailing Club, its affiliates, and their respective members, managers, employees, volunteers, officers, directors, agents, representatives, successors and assigns (each a "Released Party") from any and all claims, demands, damages, judgments, executions, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releasor may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Releasor may sustain as a result of participating in any sailing activity associated with the CreekFleet Sailing Club, other related activities (including land-based activities), or the use of the CreekFleet Sailing Club's equipment and facilities.

THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH PARTICIPATION IN SAILING ACTIVITIES ASSOCIATED WITH THE CREEKFLEET SAILING CLUB, EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY.

Releasors hereby acknowledge that serious accidents occasionally occur during sailing activities and that mortal or serious personal injuries and/or property damage or other loss may result from participation in sailing activities, including further injury or damage sustained as the result of the efforts of third parties who come to the aid of Participant. Releasors hereby agree to indemnify and hold harmless the Released Parties for claims, demands, damages, judgments, executions, rights of action or causes of action relating to any such injury or damage.

Participant hereby agrees to pay the CreekFleet Sailing Club for loss or damage due to Participant's intentional, negligent, or careless use or misuse of equipment (including boats) or facilities. Participant further agrees to abide by all rules and instructions of the CreekFleet Sailing Club or its representatives or agents relating to participation in sailing activities associated with the CreekFleet Sailing Club and Participant agrees that his or her the failure to observe and obey such rules may result in revocation of the right to participate in any such activities without further recourse.

I have read this Liability Release and Waiver Agreement, fully understand its terms, and freely and voluntarily sign it:

Signature of Event Participant: : _____

Print Name: _____ **Date:** _____

IF UNDER 18 YEARS OF AGE -- PARENT OR GUARDIAN

I represent and warrant that I am the parent and/or legal guardian of Participant and I agree, on behalf of the Participant, to all terms in the above Liability Release and Waiver Agreement. I further guarantee the potential financial obligations undertaken above. I give permission to the CreekFleet Sailing Club and its agents to undertake and/or authorize any medical treatment deemed necessary, in their discretion.

Signature of Parent/Legal Guardian: _____

Print Name: _____ **Date:** _____