

## Shawnee Yacht Club Waiver and Release of Liability

IN CONSIDERATION of being given the opportunity to participate in sailing activities I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand there are dangers associated with sailing and that I am qualified, in good health, and in proper physical condition to participate in such Activity.
  
2. FULLY UNDERSTAND that: (a.) SAILING ACTIVITIES INVOLVE RISKS AND DANGERS, which include, but are not limited to, boats sinking, boats colliding, participants becoming entangled in equipment, failure of timely rescue, natural weather events such as lightning and strong winds, and other natural and artificial risks and dangers which may cause participants serious bodily injury, including permanent disability, paralysis and/or death to participants ("Risks"); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
  
3. HEREBY RELEASE, discharge, and covenant not to sue the Shawnee Yacht Club, its officers, board of directors and members from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against the Releasee, I WILL DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS the Releasee from any litigation expenses, attorney fees, loss, liability, damage, or costs which may incur as a result of such claim, to the fullest extent permitted by law.
  
4. UNDERSTAND that the organization listed above does not carry any accident, sickness, or medical insurance for participants.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I realize this is a contract between myself and the Shawnee Yacht Club and is a release of Liability. I sign it of my own free will.

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Participant Signature	Printed Name	Date
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Email: \_\_\_\_\_

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(Parent or Legal Guardian Signature for Participants under 18 years)	Printed Name	Date
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