

USJCA District 14 Fleet 21

Waiver and Release of Liability

Assumption of Risk and Indemnity Agreement

IN CONSIDERATION for being permitted to participate in the activities and/or events organized or sponsored by Fleet 21 of the United States J/24 Class Association (USJCA) District 14, herein known as Fleet 21, I agree and attest to the following:

1. Inherent dangers and hazards:

I am aware that BOATING AND SAILING ARE HAZARDOUS SPORTS that can result in serious injury or DEATH and I accept these risks.

2. Assumption of risk:

I have elected to voluntarily participate in these activities with full knowledge that said activities may be hazardous to me and I voluntarily ASSUME FULL RESPONSIBILITY for any risks of personal injury or DEATH that may be sustained by me as a result of being engaged in such activities, including but not limited to the risks outlined in this agreement whether CAUSED BY THE NEGLIGENCE of Fleet 21 or OTHERWISE.

3. Volunteer nature of activities:

I am aware that Fleet 21 activities are organized by VOLUNTEERS for whom sailing is a HOBBY and who may or MAY NOT HAVE RECEIVED ANY SPECIAL TRAINING and who may or MAY NOT BE QUALIFIED to provide instruction. I am aware that I will be a guest of the Fleet 21 volunteers while on the boat and while on the grounds and premises where these activities are hosted. I understand that Fleet 21 does not offer nor purport to offer any professional services or training.

4. Responsibility for safety:

I am aware that I AM RESPONSIBLE FOR MY OWN SAFETY and I accept this responsibility. If I feel anything to be unsafe, I will immediately advise the Fleet 21 volunteers of such and if necessary I will refuse to participate further in the activity and/or event. I acknowledge that any decision to start or continue any activity organized or sponsored by Fleet 21 shall be solely my own. I recognize my responsibility to ask to be returned to the dock at any point if I become afraid or if I have any reason to believe that I may suffer bodily harm, and I agree to cooperate with any other participant who makes such a request.

5. Physical fitness:

I understand the nature and physical demands of these activities and I assume responsibility for my own physical fitness and capability to perform the activities involved.

6. Personal flotation devices:

I am aware that all boats are required by law to carry personal flotation devices (life preservers) on board and I accept that it is my responsibility to ensure that there is a life preserver on board which fits me correctly according to my body size and type. I accept that it is my responsibility to know where the life preservers are located on board and that it is my responsibility to decide when to wear a life preserver.

7. Equipment:

I accept the risks involved in the use of all equipment while on water and on land, including, but not limited to, boats, motors, flotation devices, lines, ropes, sails, winches, blocks, docks, ramps, trailers, tow vehicles, tow ropes, hoists, cranes and any other equipment that I may use or equipment that may be used around me. I am aware that the equipment may fail during my participation in the activities and I am aware that said failure may result in serious injury or DEATH.

8. Insurance:

I understand that Fleet 21 does not maintain any accident or medical or liability insurance policy covering any circumstance arising from my participation in any Fleet 21 events or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.

9. Photographic release:

I hereby acknowledge that I may be photographed and/or filmed while participating in Fleet 21 activities and/or events; I hereby unconditionally authorize Fleet 21, at their sole discretion, to use any and all such photographs and/or videos in any and all media, including but not limited to printed media, digital media, brochures, flyers, websites and any other advertising, promotional or educational materials. I agree that said photographic material belongs to, and will remain property of Fleet 21.

10. Release, hold harmless and indemnity:

I agree that I will not sue or make claim against and further that I agree to RELEASE, HOLD HARMLESS, AND INDEMNIFY Fleet 21 and its members, their families, boat owners, sponsors, agents, officers, board members, and volunteers, as well as the owners of premises used, racing associations and/or sanctioning organizations from all actions, claims or demands for any loss or injury which may occur as a result of participating in Fleet 21 activities, including those which may arise from incorrect instruction or lack of instruction from Fleet 21 volunteers, NEGLIGENCE, or the installation, maintenance, selection, adjustment and/or use of any equipment. This release is also binding as to any other persons, including my family members, heirs, and executors.

11. Participants under age 18:

If I am signing on behalf of a minor, I certify that I am authorized to do so and I agree to accompany and supervise the minor at all times during his/her participation in Fleet 21 activities. I accept full responsibility for the safety of the minor, I accept all risks the minor may encounter including but not limited to the risks outlined in this agreement and I accept full responsibility for all medical expenses and other special and general damages incurred as a result of this minor's participation in Fleet 21 activities. I also agree to RELEASE, HOLD HARMLESS, AND INDEMNIFY Fleet 21 and its members, their families, boat owners, sponsors, agents, officers, board members, and volunteers, as well as the owners of premises used, racing associations and/or sanctioning organizations from any claims brought by or on behalf of this minor.

PLEASE SIGN:

I have carefully read this *Waiver and Release of Liability Assumption of Risk and Indemnity Agreement*, I fully understand its terms, I sign it of my own free will and I assume all risks related to my participation on Fleet 21 activities. It is my express intent that this agreement shall bind the members of my family and spouse or partner, if I am alive, and my heirs, assigns and personal representative, if I am deceased and I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Print Participant Name: _____ Date: _____

Signature: _____ Relationship of signer if not self (e.g. parent/legal guardian): _____

Print Name of signer if not self: _____