

A copy must be signed by every person who will be on the boat.

WAIVER AND RELEASE OF LIABILITY

In consideration of Deep Creek Sailing School (DCSS) allowing me to use a DCSS-owned sailboat, I agree as follows:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of sailboats and equipment; b) my participation in activities/use of the sailboats and equipment may result in injury or death; (c) my participation in activities/use of the sailboats and equipment may result in damage or loss of property; and (d) by my participation in these activities/use of sailboats and equipment, I hereby assume all risks and dangers and all responsibility for any losses/damages.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify DCSS and its agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of service or otherwise which may arise out of my use of DCSS sailboats and required equipment or my participation in sailboat activities, I specifically understand that I am releasing discharging, and waiving any claim or actions that I may have presently or in the future of the negligent acts of other conduct by the agent, officers, or employees of DCSS. There is no expiration date of this waiver.

I also agree that if I damage or lose any equipment of DCSS, I take full responsibility for replacement cost of same.

ON THIS DATE _____, _____, I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE DCSS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. We also acknowledge of having received basic sailboat training prior to taking control of the sailboat.

Print Name

Age

Date of Birth

Signature

Address, City, State and Zip Code

Signature of Parent/Guardian (if less than 18 years old)