

CLINTON SAILING CLUB – LIABILITY WAIVER, RELEASE AND INDEMNITY AGREEMENT (“AGREEMENT”)

IN CONSIDERATION of being allowed to participate in Clinton Sailing Club (“CSC”), the undersigned participant (“Participant”), or if the Participant is a minor, the Participant’s parent or legal guardian (“Guardian”), and their respective heirs, executors, administrators, and assigns (collectively with Participant and, if applicable, Guardian, the “Releasors”), hereby agree as follows:

1. The Participant and Guardian understand and acknowledge that: (a) sailing and its related activities (the “Activities”) involve risks and dangers of serious bodily injury, including partial or total disability, paralysis, and even death; (b) activities on and around water are inherently dangerous and may include changing weather conditions, underwater hazards, tides, winds, other craft, other students, third parties, equipment failures, boatyard and dock conditions, and other hazards that are not known and not foreseeable at this time; and (c) the risks and dangers associated with the Activities may arise from the Participant’s own action or inaction, the action or inaction of third parties or others participating in the Activities, the conditions under which the Activities may take place, and even the negligence of the Releasees named below. THE PARTICIPANT AND THE GUARDIAN FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES OR DAMAGES RESULTING FROM PARTICIPATION IN CSC ACTIVITIES. This assumption of risk is intended to be as broad as the law allows.
2. The Participant and the Guardian each acknowledge and represent that the Participant has the appropriate mental capacity and maturity, is in good health, and is in proper physical condition to participate in these Activities in a safe and responsible manner. The Participant shall take appropriate precautions for his or her own safety when participating in the Activities, and will, if the Participant believes anything is unsafe, immediately advise a CSC instructor of the unsafe condition.
3. RELEASORS HEREBY RELEASE AND FOREVER DISCHARGE CSC and its respective affiliates, successors and assigns and their respective officers, directors, agents, partners, employees, equipment providers, owners and lessors of property used in connection with the Activities, donors, and volunteers (collectively, the “Releasees”) from and with respect to any and all liability, demands, damages, costs, expenses, claims, complaints, actions, suits, causes of action, or proceedings for damages or other relief, and all legal costs (collectively, “Claims”), INCLUDING ANY CLAIMS ARISING FROM ANY ALLEGED NEGLIGENCE OF THE RELEASEES, that Releasors may have now or hereafter against the Releasees resulting or arising directly or indirectly from the Participant’s participation in the Activities, whether on CSC premises or elsewhere, including transportation to and from events and venues. This release is intended to be as broad as the law allows. RELEASORS HEREBY WAIVE AND COVENANT NOT TO SUE any Releasee in connection with any Claim intended to be released under this Agreement.
4. RELEASORS FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES from and against any and all Claims, INCLUDING ANY CLAIMS ARISING FROM ANY ALLEGED NEGLIGENCE OF THE RELEASEES, whether brought or asserted by the Releasors or any individual Releasor, including the Participant, or by any other party or third-party against any of the Releasees, resulting or arising directly or indirectly from the Participant’s participation in the Activities, whether on CSC premises or elsewhere, including transportation to and from events and venues. This indemnity is intended to be as broad as the law allows, and includes reimbursement of costs and reasonable attorneys’ fees incurred by any of the Releasees in defending themselves against such Claims.
5. Releasors agree that this Agreement shall be governed by federal maritime law and that any claim brought by the Participant and/ or the Participant’s Guardian against CSC shall be adjudicated in the United States District Court, District of Connecticut. All other claims or disputes arising out of the Agreement that are not under the District Court’s jurisdiction shall be adjudicated in the courts located in Middlesex County, Connecticut. Should any provision of this Agreement be held by any such court to be illegal, invalid, or unenforceable for any reason, then the remaining portions of this Agreement will nonetheless remain in full force and effect, unless such portion of the Agreement is so material that its deletion would violate the obvious purpose and intent of the Parties.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AN ASSUMPTION OF RISK, A PROMISE NOT TO SUE OR MAKE A CLAIM, AND A PROMISE TO INDEMNIFY, AND I SIGN THIS OF MY OWN FREE WILL.

(Adult Name) _____ **(Signature)** _____ **(Date)** _____
(Minor Name) _____ **(Signature)** _____ **(Date)** _____