

WAIVER AND RELEASE FROM LIABILITY

THIS IS A RELEASE OF LEGAL RIGHTS - READ AND UNDERSTAND BEFORE, SIGNING.

Sailing, Rowing and Boating Waiver and Release

In CONSIDERATION of being permitted and given the opportunity to participate in any Heritage Coast Sailing and Rowing Inc. (H C S & R) sailing/rowing/boat building program activities (Activities), from the date of execution of my membership enrollment form through completion of my activities, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of these Activities, both on the water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activities.
2. FULLY UNDERSTAND that: (a) THESE ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death (“Risks”); (b) these risks and dangers may be caused by my own actions, or inactions, the actions and inactions of others participating in these Activities, the conditions in which these Activities takes place, or the negligence of the Releases named below; (c) there may be others risks and social and economic losses either known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY OF LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity(s).
3. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member or participant of H C S & R and that, if I observe any condition to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of these Activities and will refuse to take part in the activity until the condition has been corrected to my satisfaction.
4. HEREBY RELEASE, discharge, and covenant not to sue US Rowing, US Sail, Heritage Coast Sailing and Rowing Inc, their administrators, directors, agents, officers, volunteers, employees, other participating event organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (individually and collectively considered and referred to hereinafter as the “Releasees”) from and with respect to all claims, actions, demands, losses, damages or other liability whatsoever and to any extent pertaining to or arising from any of the Activities, including without limitation negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreements, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS each and all of the Releasees from and with respect to any litigation expenses, attorney fees, liability, damage, or cost which may occur as a result of such claim.
5. **Photo Release:** I grant to H C S & R, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize H C S & R, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that H C S & R may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

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