

LAUDERDALE YACHT CLUB

ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS.
RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

(This is a legally binding document – consult an attorney if you do not understand it)

In consideration of being allowed to utilize the boats, watercraft, equipment, dock, site and facilities (Amenities) of Lauderdale Yacht Club (Sailing Center), and/or to participate in the Sailing Center programs, regattas, clinics, camps and activities (Programs), the undersigned, on behalf of himself/herself and his/her minor child(ren) who utilize the Amenities and/or participate in the Programs, acknowledges and agrees as follows:

1. To be respectful of the Amenities of the Sailing Center, treat them with care, and bring to the attention of the Sailing Center staff any damage or irregularities which occur during use or are observed.
2. To return all boats, watercraft and equipment following use in the same condition as when taken out, ordinary wear and tear excepted; to secure the boat or watercraft and stow equipment as directed.
3. To be financially responsible for any damage caused to the Amenities by the undersigned or his/her minor child(ren) and to indemnify the Sailing Center for any loss related thereto.
4. Understands that sailing and boating involves risk. Competing in races enhances that risk. Injuries occur. Paralysis or death is possible. The undersigned agrees to take all precautions to minimize such risks, and inspect boats, watercraft and equipment before use and not use any which appear unsafe. He/she agrees to operate all boats and watercraft in a safe and responsible manner, and wear a personal flotation device (PFD) and have his/her child(ren) wear PFD's while on board boats and watercraft.
5. The undersigned assumes all risks of use of the Amenities and participating in Programs, and agrees to hold the Sailing Center harmless from any injuries or death should they occur to the undersigned or his/her child(ren) while utilizing the Amenities or participating in the Programs.
6. The undersigned hereby releases the Sailing Center, its officers, directors, employees, agents, volunteers and members from all liability and claims related to the utilization of Amenities or participation in Programs of the undersigned or his/her child(ren).
7. This release of liability and assumption of risk agreement is entered into freely and voluntarily. The undersigned waives any claim or assertion of liability against the Sailing Center, its officers, directors, employees, agents, volunteers and members, even if such claim arises from the negligence, oversight or omission by them or any of them. This means that you cannot assert a claim or file a lawsuit against them for money damages or other compensation if you or your child(ren) are injured while utilizing the Amenities or participating in the Programs.
8. I or my child(ren) has/have the following physical impairment or medical condition that the staff should know about and that may need accommodation:
[] None [] As described/accommodation needed: _____

I certify that I have read, understand and agree to the foregoing, and that I and my participating minor children, and our heirs, next of kin, estates, personal representatives and assigns are legally bound thereby.

Date: _____

Member/Program Participant/Guest Name: _____ (print)

Address: _____

Signature of member/program participant/guest _____

Signature of Parent/Guardian if program participant/guest is under 18: _____

Print Name of Parent/Guardian _____

Rev: 6/5/17