

## **WAIVER, RELEASE, AND ASSUMPTION OF RISK**

I, \_\_\_\_\_, understand there is an element of risk in any form of boating and realize there is a chance of an accident occurring. I accept and assume all risk.

While every effort is made by Second Star Sailing LLC to provide safety equipment and protective gear, I assume the responsibility of clothing myself in suitable attire for a classroom, workshop and on the water boating environment (i.e. long sleeved shirts, long pants and adequate protective foot wear). I further assume the responsibility to wear life jackets, tethers or any other safety equipment upon the request of any designated Second Star Sailing employee, agent or contractor.

In consideration of being permitted to participate in the activities being offered by Second Star Sailing LLC, I, being of lawful age, on behalf of myself, my personal representatives, heirs and next of kin release, waive any claim against, discharge and covenant not to sue Second Star Sailing LLC school, their employees, agents, contractors or any owner of any boat used by Second Star Sailing LLC, their heirs, administrators and executors (hereinafter collectively referred to as "releasees") and agree not to hold any of the above named releasees liable for any claim including but without limitation, any claim for bodily or personal injuries, known or unknown, death or property damage resulting or arising from an accident or event which may occur while on, or boarding, or disembarking from any boat or facility used by the above described releasees or as a result of my participation in activities conducted by the releasees. I agree to indemnify the releasees and each of them from any loss, liability, damage or costs they may incur due to my participation whether caused solely or in part by the negligence, gross negligence or intentional conduct of the releasees.

I hereby assume full responsibility for and risk of bodily injury, death or property damage due to negligence of the releasees or otherwise while participating in activities conducted by the releasees named parties or where I am present on their premises. I expressly agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law and that if any portion of this agreement is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

I FURTHER STATE THAT I HAVE CAREFULLY READ THE RELEASE AND KNOW THE CONTENTS OF THE RELEASE AND SIGN THIS RELEASE AS MY OWN FREE ACT.

I FURTHER RELEASE ALL OF THE RELEASEES FROM ANY CLAIM WHATSOEVER ON ACCOUNT OF FIRST AID, TREATMENT OR SERVICES RENDERED BY SECOND STAR SAILING LLC, ITS REPRESENTATIVES, EMPLOYEES, AGENTS OR CONTRACTORS . THIS RELEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES TO THIS AGREEMENT AND THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND NOT A MERE RECITAL.

Name and Date of Course for which this waiver is being completed:

\_\_\_\_\_

SIGNATURE \_\_\_\_\_

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

County \_\_\_\_\_ Country \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

