



## LIABILITY RELEASE & WAIVER AGREEMENT

In consideration for being permitted to participate in sailing, boating, and other activities associated with the Atlanta Yacht Club or its facilities, the undersigned participant ("Participant"), and if such Participant is a minor, the Participant's parent or legal guardian, on their own behalf and on behalf of their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, "Releasors"), hereby forever waive, release and discharge the Atlanta Yacht Club, its affiliates, and their respective members, managers, employees, volunteers, officers, board of governors, directors, agents, representatives, successors and assigns (each a "Released Party") from any and all claims, demands, damages, judgments, executions, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which Releasors or any of them may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss a Releasor may sustain as a result of Participant's participation in any sailing or boating activity associated with the Atlanta Yacht Club, other related activities (including land-based activities), or the use of the Atlanta Yacht Club's equipment and facilities.

THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH PARTICIPATION IN SAILING, BOATING, AND RELATED ACTIVITIES ASSOCIATED WITH THE ATLANTA YACHT CLUB OR THE USE OF ITS FACILITIES, EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY.

Releasors hereby acknowledge that it is their sole responsibility to evaluate carefully the risks inherent in sailing activities and expressly assumes such risks. Releasors also acknowledge that serious accidents occasionally occur during sailing activities, and that mortal or serious personal injuries and/or property damage or other loss may result from participation in sailing activities, including further injury or damage sustained as the result of the efforts of third parties who come to the aid of Participant. Releasors hereby agree to indemnify and hold harmless the Released Parties for claims, demands, damages, judgments, executions, rights of action or causes of action relating to any such injury or damage suffered by Participant or by others as a result of Participant's negligence or other action or inaction.

Participant hereby agrees to pay the Atlanta Yacht Club for loss or damage due to Participant's intentional, negligent, or careless use or misuse of equipment (including boats) or facilities. Participant further agrees to abide by all rules and instructions of the Atlanta Yacht Club or its representatives or agents relating to participation in sailing, boating and related activities associated with the Atlanta Yacht Club, as well as all applicable laws. Participant agrees that his or her the failure to observe and obey such rules and laws may result in revocation of the right to participate in any such activities without further recourse.

I have read this Liability Release and Waiver Agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature. I intend this Liability Release and Waiver Agreement to be a complete and unconditional release of all liability of each Released Party to the greatest extent allowed by law and agree that, if any portion of this agreement is held to be invalid, the balance shall nonetheless continue in full force and effect. I further agree that this Liability Release and Waiver Agreement will be interpreted and enforced pursuant to the state of Georgia law.

Signature of Event Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

### IF UNDER 18 YEARS OF AGE -- PARENT OR GUARDIAN

I represent and warrant that I am the parent and/or legal guardian of Participant and I agree, on my behalf and on behalf of the Participant, to all terms in the above Liability Release and Waiver Agreement. I further guarantee the potential financial obligations undertaken above. I give permission to the Atlanta Yacht Club and its agents to undertake and/or authorize any medical treatment deemed necessary, in their discretion.

Signature of Parent/Legal Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_