BOATING RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being given the opportunity to participate in the Austin Yacht Club (AYC) Free Sail Sunday program, I, on behalf of myself, my personal representatives, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Boating Activities, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity;

2. FULLY UNDERSTAND that: (a) BOATING 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 or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity;

3. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a visitor to AYC and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity 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 the Austin Yacht Club, their administrators, directors, agents, officers, volunteers, and employees, other participants, from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of these Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability damage, or cost which any may incur as the result of such claim.

PRINTED NAME OF PARTICIPANT: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____ DATE: _____

PARTICIPANT'S SIGNATURE
(Only if age 18 or older): _____

PARENTAL CONSENT

AND I, the minor's parent or legal guardian, understand the nature of boating activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence, of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as a result of any such claim.

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____ DATE: _____

PARENT/GUARDIAN SIGNATURE
(only if participant is under the age of 18): _____