

Assumption of Risk and Release of Liability Agreement

In consideration for signing up and participating in sailing activity arranged and/or sponsored by the Cal Sailing Club, (hereafter CSC) and the City of Berkeley (COB). I hereby acknowledge and agree as follows:

I understand that CSC allows its members a large amount of freedom with club equipment on the water; that CSC believes that experience is the best teacher and expects its members to make mistakes as they learn. Furthermore, I acknowledge that CSC is a member-run cooperative; instructors may have very little sailing and/or windsurfing experience and that accidents may happen as part of this learning process. The boats and other equipment owned by CSC is repaired and maintained by inexperienced volunteers; equipment failure and accidents may occur due to improper repairs.

Assumption of Risk: I hereby acknowledge that I have voluntarily signed up to participate in this activity. I am aware that this activity and related activities are risky and hazardous, and that participating in this activity may expose me and other participants to the risk of serious injury, death and property damage for a number of reasons, including but not limited to the nature of the activity itself, the instruction, acts, omissions, recommendations or advice given by CSC or COB, its members, agents, employees, or other persons or entities concerning the activity; latent or apparent defects or conditions in any equipment used in the activity; the use or operation by myself or others of said equipment; acts of other people; weather conditions; water conditions; my physical condition; my own acts or omissions; first-aid, emergency treatment or other services rendered to me. I understand and acknowledge that the above list or reasons is not complete or exhaustive. I hereby accept and assume all risks of injury, death, illness or disease, or other damage to myself, to others, or to my property which arise from my participation in this activity.

Release: I hereby voluntarily release, and forever discharge CSC and COB, and either's officers, directors, members, agents, employees, subcontractors and all other persons or entities associated with it, including other participants, (hereafter collectively "the released parties") from all liability, claims, demands, actions or related to, arise out of, or are in any way connected with my participation in the above referenced activity, including but not limited to those arising from any negligent or reckless acts or omissions or breach of contract by the released parties. This release is intended to be as broad and inclusive as is permitted by California law. If any portion, clause or subclause is held invalid, I agree that the balance shall continue in full force and effect.

Attorney's Fees: Should CSC or COB or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement. I agree to indemnify and reimburse them for such fees and costs.

Medical Conditions: I have no medical or physical conditions which could interfere with my safety or successful participation in this activity. I agree to follow all rules and instructions of the released parties while participating in the above activity.

Right to Sue: I acknowledge and agree that by signing this document, I am giving up the right to sue the released parties for any damages I suffer while participating in this activity, even if the released parties negligently caused said damages.

Use of Image: I also hereby give permission to use, reprint, and reproduce any photographs, film, or videotape taken of me and any written material supplied by me in the form of evaluations or comments during or about this CSC & COB activity.

My signature below indicates that I have read this entire document, understand it completely, and that it shall be effective and binding upon me, my heirs assigns, personal representatives, estate, and all members of my family, including any minors accompanying me. I acknowledge that I am not relying on any oral, written, or visual representation or statements made by the released parties, including those made in released parties brochures or other promotional material.

I am eighteen years old or older. I have read and understood this entire Assumption of Risk and Release of Liability Agreement. Signature: _____ Print Name: _____ Date: _____	I am eighteen years old or older. I have read and understood this entire Assumption of Risk and Release of Liability Agreement. Signature: _____ Print Name: _____ Date: _____
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