



2010

Surname _____

Release, Assumption of Risk & Property Damage Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU SIGN IT.

THIS AGREEMENT LIMITS THE LIABILITY OF THE SURREY SAILING CLUB AND ITS EMPLOYEES, OFFICERS, DIRECTORS AND VOLUNTEERS FOR INJURY DEATH, PROPERTY LOSS OR DAMAGE SUFFERED BY YOU OR BY ANY FAMILY MEMBER, GUEST OR OTHER INVITEE OR YOURS.

AS A CONDITION OF:

- use by the undersigned of any Surrey Sailing Club ('SSC') facilities, property or chattels, now owned or hereafter acquired by the SSC, and including, without limitation, the clubhouse, boat storage compound, kitchen, showers, sanitary facilities, crash, rental or training boats, trailers, dollies, racing equipment, motors, storage racks, launching facilities and tool of the SSC (collectively the 'SSC Property'), and
- participation by the undersigned in any sailing, racing, training, instructional, social or other program or event organized or sponsored by SSC (collectively the 'SSC Programs'),

the undersigned hereby assumes all risk of injury, death, or property loss or damage they may suffer while, in, about or using any SSC Property or while participating in or traveling to or from any SSC Programs, and howsoever or wheresoever caused, and including but without limitation, death, injury, property loss or damage incurred or suffered as a result of collisions with other boats, or structures, groundings, boat launchings, or as a result of rendering or receiving rescue or repair assistance from others, capsizes, drowning, and other risks common to or inherent in sailing and sailboat racing, or a result of one's own or SSC property breakdowns and failures, or from fire, theft or vandalism, earthquakes, flood, water escapement, storm, snow or other peril, or from any defect in the design or construction of or from any failure to maintain, repair, replace any SCC Property and including any death, injury, property loss or damage caused or contributed to, directly or indirectly, by the negligence, breach of contract or breach of statutory duty, or willful or other act of the SCC or any employee, officer, director, agent of the SCC or of any volunteer member or guest assisting in the conduct of any SCC Program or in the purchase, design, repair or maintenance of any SSC Property (all of which employees, officers, directors, agents and volunteers are hereby collectively called the 'SSC Staff') and **THE UNDERSIGNED HEREBY FOREVER RELEASES AND DISCHARGES THE SSC AND THE SSC STAFF** and their heirs, executors and assigns from any and all claims they may now or at any time hereafter have against them.

AND THE UNDERSIGNED FURTHER AGREES to assume all risk of loss or damage to any boat or other property of the undersigned stored on any SSC Property, including losses due to theft, vandalism, acts of god, or the negligence of other members;

AND THE UNDERSIGNED FURTHER AGREES to repair or replace as necessary, or to reimburse SSC for the cost to repair or replace any SSC Property damaged or lost as a direct or indirect result of the willful or negligent act or omission of the undersigned or of any family member, guest or invitee of the undersigned.

Dated this _____ day of _____, 2010

Member Signature _____ Print Name _____

Member Signature _____ Print Name _____

Member Signature _____ Print Name _____

Member Signature _____ Print Name _____

Note: By signing this form the member acknowledges having read it.