SURREY SAILNG CLUB - SAILING LESSON PROGRAM
RELEASE AND ASSUMPTION OF RISK, INDEMNITY AND PROPERTY DAMAGE AGREEMENT

Students Name: _____ (Please print)

THIS AGREEMENT LIMITS THE LIABILITY OF SURREY SAILING CLUB AND ITS OFFICERS, DIRECTORS, STAFF AND VOLUNTEERS FROM CLAIMS FOR INJURY, DEATH, PROPERTY LOSS OR DAMAGE SUFFERED BY YOU. PLEASE READ IT CARFULLY BEFORE YOU SIGN IT!

THE UNDERSIGNED, as a condition of acceptance for enrollment in a sailing training program, offered or sponsored by Surrey Sailing Club (SSC), and of their use of SSC facilities, including, without limitation, the sailing training boats, clubhouse, boat storage compound, showers, sanitary and safety facilities, trailers, dollies, racing and other equipment, motors, rescue boats, storage racks and launching facilities of SSC (collectively the SSC Property) HEREBY assumes all risk of injury, death or property loss or damage they may suffer while in or about or using any SSC Property or while participating in or traveling to or from any SSC course, training program or event, and howsoever or wheresoever caused, and including but without limitation, death, injury, property loss or damage suffered as a result of collisions with other boats, structures, groundings, boat launchings, rendering or receiving rescue or repair assistance from others, capsizes, drowning and other risks inherent in sailing, or as a result of their own property or SSC Property breakdowns and failures or from fire, theft, vandalism, earthquake, lightning, flood, water escapement, storm or other peril, or from any defect in the design or construction of, or from any failure to maintain or repair or replace, ant SSC 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 act of SSC or of any instructor, employee, officer, director, or agent of SSC, or of any volunteer member or guest assisting in the conduct of any SSC course or program or in the purchase, design, repair, or maintenance of any SSC Property, (all of which instructors, employees, officers, directors, agents and volunteers are hereafter collectively called the 'SSC Staff') and the undersigned hereby forever release and discharge SSC and the SSC Staff and their heirs and executors from any and all claims they may now or at any time hereafter have against them.

AND THE UNDERSIGNED further agree to repair or replace as necessary, or to reimburse SS for the cost of repair or replacement of 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.

AND THE UNDERSIGNED FURTHER WARRANTS AND AGREES WITH SSC:

a) that they can swim not less than 50-yards and can tread water for not less than 3-minutes;
b) that they do not suffer from any medical or other condition that would render it unsafe for them to participate in sailing or swimming or which might otherwise endanger their or other's health;
c) that they will wear an approved life jacket at all times when on the water;
d) that they will promptly obey all rules and directions of the instructors;
e) that they understand that sailing involves the risk of capsize and swimming;
f) that they are responsible for their own safety and comfort while on the water and will return to the launch area or promptly notify the instructor if for any reason they feel it unsafe or unwise for them to remain on the water.

IN WITNESS WHEREOF THE UNDERSIGNED, on behalf of themselves, their heirs and executors and on behalf of and as a guardian of their minor children, have signed and delivered this agreement to SSC on the date indicated.

_____ Date:_____2010
Print Name Signature

_____ Date:_____2010
Print Name Signature
(Rev 10-Nov-2009)