

# Lake Canyon Yacht Club

## RELEASE AND WAIVER OF LIABILITY Texas Sailing Association (TSA) Youth Circuit Regatta March 15-17, 2019

In consideration of, and as a condition of, accepting my and/or my child's entry onto the property of Lake Canyon Yacht Club ("LCYC") and use of LCYC grounds, facilities, marina, docks, boats, vessels and equipment in connection with the youth sailing regatta being conducted on the property of LCYC and on Canyon Lake by the Texas Sailing Association ("TSA") on March 15 through 17, 2019 (the "Event"), I, and my parent or legal guardian if I am a minor, on behalf of myself, my respective heirs, executors, administrators, personal representatives and next of kin, (collectively "I" or "me"), hereby release and waive any and all claims, demands, causes of action, actions, damages, liabilities and attorney's fees against LCYC, its officers, directors, agents, representatives, employees, members and volunteers (hereinafter, collectively, "LCYC") arising from or relating to my and/or my child's participation in the Event and all activities relating thereto, including, but not limited to, camping activities, swimming in the LCYC pool and around the LCYC marina and/or in Canyon Lake, using the LCYC grounds, ramp and launching facilities, marina, boats, equipment and facilities and participating in activities on LCYC property related to the Event.

I hereby acknowledge that camping, swimming, boating and regatta activities are inherently dangerous, that serious accidents occasionally occur during such activities and that mortal or serious personal injuries and/or property damage or other loss may result from my participation in the Event. I knowingly assume all risk of participating in Event and all activities on LCYC property related thereto.

### **RELEASE OF CLAIMS ARISING FROM ANY NEGLIGENCE, FAULT, ACT, OR OMISSION OF ANY RELEASED PARTY OR ENTITY (HOST)**

**THIS RELEASE, DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE (THE "RELEASE") SHALL APPLY REGARDLESS OF WHETHER ANY ALLEGED LOSS, DAMAGE, CLAIM, ACTION DAMAGES, EXPENSES AND/OR ATTORNEY'S FEES ARISE FROM OR WAS CAUSED, OR IS ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, FAULT, ACT OR OMISSION OF LCYC.**

It is my/our intent that this release operate to fully and finally waive, discharge, release and acquit any and all claims, demands, causes of action, actions, damages and liabilities that I or my child may have (or may allege to have) against LCYC based on, arising out of, relating to or any way connected with the Event and all activities on LCYC property related thereto. I further intend that this release fully apply to and bind any of my agents, assigns,

heirs, partners and any and all other parties acting by, through or under me.

In the event that I am providing a boat or vessel for or to the Event, or utilizing any LCYC boat or vessel during the Event, I further acknowledge and agree that:

1. The safety of any boat or vessel and her crew, and the decision to use the boat or vessel in the Event, in support of the Event or in any activity related to the Event, is my responsibility alone and not that of LCYC or any other person.
2. I certify that I have proper and adequate insurance on my boat or vessel, including general liability insurance, and that my boat or vessel contains all necessary, operational safety gear aboard in accordance with state & federal regulations, including but not limited to all requirements of the U.S. Coast Guard.

By signing below, I certify that I have read, fully understand and agree to this Release and Waiver of Liability.

Print Participant Name \_\_\_\_\_

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Parent or Guardian  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

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