

GENERAL RELEASE & WAIVER OF LIABILITY

**The CARLYLE SAILING ASSOCIATION ("CSA") is committing to conducting its programs and activities in a safe manner. However, participants (and the parents or guardians of minors) taking part in CSA activities must recognize that there is an inherent risk of injury when choosing to participate in such activities. Thus, all participants are required to have a completed General Release & Wavier of Liability form on file with CSA before engaging in any CSA activities. Participants under the age of 18 must sign and initial the form and have a parent or guardian sign and initial the form as well. Have fun!**

For and in consideration of the permission to utilize the premises, facilities and equipment of the CSA and to participate in any activities organized by or associated with the CSA, the undersigned participant(s) (the "Participant"), and if such Participant is a minor, the Participant's parent or legal guardian, and their respective heirs, executors, administrators, personal representatives and next of kin (collectively the, "Releasors"), do hereby agree and consent to the following:

1. Release. The Releasors do hereby RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE the CSA, its affiliates, and their respective directors, officers, members, employees, volunteers, agents, representatives, successors and assigns, and any other persons associated in any way with the CSA (collectively, the "Released Parties"), from any and all claims, demands, damages, judgments, executions, or causes of action, present or future, known or unknown, which a Releasor may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss a Releasor may sustain, in any way arising out of or in connection with the Participant's use of any of the CSA's premises, facilities or equipment, or the property of any of the Released Parties (collectively, the "Property"), or the Participant's participation in any activities organized by or associated with the Released Parties (including land based activities) (collectively, the "Sailing Activities"), howsoever caused, including, without limitation, THE NEGLIGENCE OF THE RELEASED PARTIES. All personal property kept, placed or left on or about the premises of the CSA or used in connection with the Sailing Activities shall be at the sole risk of the Releasors and the Released Parties shall have no responsibility for such loss, theft, or damage to any such personal property.

2. Assumption of Risks. The Releasors do hereby acknowledge and agree that (a) the USE OF THE PROPERTY AND PARTICIPATION IN THE SAILING ACTIVITIES INVOLVE THE RISK AND DANGER OF PROPERTY DAMAGE AND/OR MORTAL OR SERIOUS BODILY INJURY; (b) such risks may be caused by the actions or inactions of the Participant, the actions or inactions of others participating in the Sailing Activities, the conditions in which the Sailing Activities take place, the condition of the Property, or the negligence of the Released Parties; and (c) there may be other risks not readily foreseeable at this time. THE RELEASORS FULLY ACCEPT AND ASSUME ALL SUCH RISKS and all responsibility for any losses, costs and damages incurred by the Participant as a result of his/her use of the Property and participation in the Sailing Activities.

3. Damages and Rules. The Participant shall be responsible for all loss or damage due to Participant's intentional, negligent, or careless use or misuse of the Property. Participant further agrees to abide by all rules and instructions of the CSA or its representatives or agents relating to participation in the Sailing Activities, and Participant agrees that his or her failure to observe and obey such rules may result in revocation of the right to participate in any such activities without further recourse.

4. Interpretation. THIS RELEASE IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY (INCLUDING LIABILITY THAT ARISES OUT OF NEGLIGENCE ON THE PART OF ANY RELEASED PARTY) TO THE GREATEST EXTENT ALLOWED BY LAW. The Releasors agree that this Release and Waiver shall be governed and construed in accordance with the law of the State of Missouri. If any portion of this Release is held to be invalid, the remaining provisions shall continue in full force and effect.

I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE KNOWINGLY AND VOLUNTARILY GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS TERMS. I AM AT LEAST 18 YEARS OLD AND AUTHORIZED TO EXECUTE THIS RELEASE ON BEHALF OF THE PARTICIPANT AND THE RELEASORS.

\_\_\_\_\_  
Participant's Name(s)

\_\_\_\_\_

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian's Signature (if applicable)

\_\_\_\_\_  
Emergency Contact Number

IF UNDER 18 YEARS OF AGE -- PARENT OR GUARDIAN

By signing above, I represent and warrant that I am the parent and/or legal guardian of Participant and I agree, on behalf of the Participant, to all terms in the above General Release and Waiver of Liability. I further guarantee the potential financial obligations set forth in Section 3.