



Lake Norman Yacht Club

Use of LNYC Fleet Boats and LNYC Borrowed Boats

WAIVER OF LIABILITY - ASSUMPTION OF RISK - INDEMNITY AGREEMENT

The undersigned requests use of Fleet Boats that are property of Lake Norman Yacht Club and/or Borrowed Boats by LNYC (Borrowed Boats). Use of LNYC fleet boats is described in the Club Rules under *LNYC Policy on Storage and Insuring of Fleet Boats*. This agreement shall remain in effect until the Lake Norman Yacht Club receives my written notice canceling this waiver, or the end of the calendar year indicated in the signature date below. In return for my being permitted to use the fleet boats and/or borrowed boats, I make the following promises and warrant the truth of the following facts:

1. WAIVER OF LIABILITY: I waive and release any right I, my heirs, distributees, guardians, legal representatives and assigns may have or acquire to make a claim against, sue, attach the property or prosecute LNYC or any of its members, directors, officers, agents, employees and affiliated organizations (herein referred to as "the releases") for any damages caused by injury myself and or damage to the property of myself arising from my use of LNYC fleet boats and/or borrowed boat, whether or not the injury or damage results from the negligence or other action, except intentional acts, of any of the releases.

2. ASSUMPTION OF RISK: I am aware that the use of LNYC fleet boats and/or borrowed boats may involve maneuvering a boat, sailboat or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong winds and high waves, sudden and unexpected immersion in deep waters and collisions with other watercraft or stationary objects such as docks, pilings and buoys. With knowledge of the dangers involved, I voluntarily request the use of LNYC fleet boats and/or borrowed boats. I ACCEPT ANY AND ALL RISKS TO MYSELF OF INJURY, DEATH AND PROPERTY DAMAGE ARISING FROM MY USE OF LNYC FLEET BOATS AND/OR BORROWED BOATS, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS OF ANY OF THE RELEASES.

3. INDEMNITY AGREEMENT: I agree to indemnify and hold the releases harmless from any loss, liability, damage or cost, including reasonable attorney fees, they may incur due to my use of the LNYC fleet boats and/or borrowed boats, whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts of any of the releases.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK AND AN AGREEMENT BY ME TO INDEMNIFY THE RELEASES, AND I SIGN IT OF MY OWN FREE WILL.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

(Parent or legal guardian signature required below if above is under age 18)

SIGNATURE: _____

PRINTED NAME: _____