

UNITED STATES SAILING CENTER OF MARTIN COUNTY, INC.

**ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS,
RELEASE OF LIABILITY AND REIMBURSEMENT AGREEMENT**

In consideration of being allowed to utilize the sailboats, kayaks or other wind or manually propelled watercraft, and other equipment, dock, site, building and facilities (Amenities) of the United States Sailing Center of Martin County, Inc., also known as US Sailing Center*Martin County (hereinafter referred to as "Sailing Center"), and/or to participate in the Sailing Center programs, regattas, clinics, camps and activities (Programs), the undersigned, on behalf of himself/herself and his/her minor child(ren) who utilize the Amenities and/or participate in the Programs, acknowledges and agree as follows:

1. To be respectful of the Amenities of the Sailing Center, treat them with care, and bring to the attention of the Sailing Center staff any damage or irregularities which are observed or occur during use.
2. To return all Sailing Center watercraft and equipment after use in the same condition as when taken out, ordinary wear and tear is acceptable, and to clean, secure and stow the watercraft, sails and equipment as directed.
3. To be financially responsible for damage caused to the Amenities by the undersigned, or his/her child(ren) and to reimburse the Sailing Center for any loss related thereto.
4. To not use any motorboats of the Sailing Center unless specifically authorized by Sailing Center staff on an occasion by occasion basis.
5. The undersigned understands that sailing, sailboat racing, and boating in general involves risk. Injuries occur. The undersigned agrees to take all precautions to minimize such risks, and inspect boats, watercraft and equipment before use and not use any which appear unsafe. He/she agrees to operate all boats and watercraft in a safe and responsible manner, to wear a personal flotation device (PFD), to have his/her child(ren) wear PFD's at all times while on board boats and watercraft, and to insure that any persons on board a watercraft of which he/she is in control shall wear a PFD. He/she further agrees to wear non-slip protective footwear while on the Sailing Center grounds and while on board a boat or other watercraft and to insure his/her child(ren) and guests do likewise. If using their own boat or watercraft, the undersigned represents that such boat or watercraft is in safe and seaworthy condition and if racing that it is in compliance with its respective class rules.
6. The undersigned assumes all risks of use of the Amenities and participating in Programs, whether utilizing boats or watercraft of the Sailing Center or their own boat or watercraft, and waives any claim against the Sailing Center, its officers, directors, employees, agents, volunteers or members in the event of damage to their own boat or watercraft, or injury or death to the undersigned or his/her child(ren). In the event 911, medical or other responders are called to assist due to injury, all fees and charges related to such services and hospital/medical care will be the responsibility of the person receiving the services or his/her parent(s)/guardian if a minor child.
7. The undersigned hereby releases the Sailing Center, its officers, directors, employees, agents, volunteers and members from all liability to the undersigned and his/her child(ren) related to the utilization of Amenities or participation in Programs by the undersigned or his/her child(ren).
8. I or my child(ren) have the following physical impairment or medical condition that the staff should know about and that may need accommodation:

[] None. [] As described/accommodation needed:

I certify that I have read, understand and agree to the foregoing, and that I and my participating minor child(ren) and our heirs and estates are bound thereby.

Print Name of adult person signing: _____

Print names of all minor children participating: _____

Signature of adult: _____

Date signed: _____