

**WESTLAKE YACHT CLUB  
RELEASE, WAIVER, AND INDEMNITY (“RELEASE”)**

I hereby release and discharge Westlake Yacht Club ("WYC"), its assigns, affiliates, representatives, members, officers, directors and employees ("WYC Affiliates") and Westlake Lake Management Association and its assigns, affiliates, representatives, members, officers, directors and employees ("WLMA") of and from any claims; demands, actions, or causes of action arising from or relating to, or in any manner connect with use of a WYC vessel and .my participation in any class, regatta or other WYC activity and from any liability for any damage or injury that I may suffer of whatever kind as a result thereof.

1. I acknowledge that boating poses 'various hazards which can cause serious injury, death, or property damage; (a) at all times, I must remain aware of weather, visibility, current, wind, other vessels and other factors which may affect my ability to navigate the WYC vessel safely; (b) I must adhere to all applicable nautical rules including without limitation, the rules of WLMA; and (c) I must take reasonable measures to avoid risk of collision with other vessels, docks, buoys, people, or other objects or things, whether fixed or floating.
2. I acknowledge that in addition to the normal hazards associated with boating, Westlake Lake poses its own hazards (e.g., no lifeguard; chemicals and other materials in lake may make It unsafe for swimming, etc.). I must pay careful attention to boats coming in and out of fingers and docks, shallow water, floating debris, restricted areas and other vessels that may be restricted in their ability to maneuver or see my vessel.
3. As the operator of the vessel, I accept full responsibility for operation of the vessel by other passengers and guests on board. I am fully responsible for assuring that I and my passengers and guests adhere to all safety rules. All minors under 21 years of age must wear a U.S. Coast Guard approved Personal Flotation Device (PFD) at all times while on board the vessel. In addition, the U.S. Coast Guard requires all vessels on the lake to carry a PFD for each person on board.
4. Beaching, the vessel, swimming, or fishing from the vessel is prohibited.
5. Operating the vessel under the influence of alcohol or other drugs is strictly prohibited. No pets are allowed on board at any time. No smoking is allowed on board at any time.
6. I shall defend, indemnify and hold harmless the owner of the vessel, WYC, WYC Affiliates and WLMA and their respective landlords and lessors from and against any damage, loss, theft, or destruction of any equipment or property, and against all accidents and losses, liability and property or personal damages, injuries, claims, demands, actions, causes, litigation or lawsuits, costs and expenses of every kind and nature whether or not covered by insurance, including legal fees and disbursements, arising out of and in connection with the use, condition or operation of the vessel and my participation in any WYC activity. I assume all responsibility for my participation in any WYC activity.
7. I hereby represent that I am in good health, I am able to safely participate in these WYC activities, and I have not been advised otherwise by a medical practitioner that I do not have any physical impairments or health problems that would likely be aggravated by my participation in these WYC activities, and I understand that WYC, the WYC Affiliates and WLMA are relying on these representations as a condition of allowing me to participate.
8. I HEREBY ATTEST UNDER PENALTY OF PERJURY THAT I AM OVER THE AGE OF 18 YEARS OLD. If you're not over the age of 18, you must have your parent/guardian his/her consent hereto.

9. In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in or attendance at the WYC activities, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.
10. I agree that the foregoing agreements are intended to be as broad and inclusive as is permitted by law. Any provisions herein found by a court to be void or unenforceable shall not affect the validity, or enforceability of any other provisions.
11. This RELEASE and all disputes arising under this. RELEASE shall be governed in accordance with the laws of the State of California. Any legal action shall be maintained in the County of Ventura, State of California. The signatory agrees to waive trial by jury in any legal proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract or otherwise).in any way arising out 'of or related to this RELEASE or the relationship created or evidenced hereby, and further agrees that the signatory's remedy (if at all) shall be limited to an action for compensatory money damages, if any.

I HAVE READ AND HAVE UNDERSTOOD THIS RELEASE, I UNDERSTAND THAT BY AGREEING TO THIS RELEASE, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I VOLUNTARILY AGREED TO THIS RELEASE, AND I KNOWINGLY WAIVE THE RIGHTS WAIVED HEREIN.

PARENTAL/GUARDIAN must agree to the consent below for any minor participant.

As a material inducement to WYC to allow the minor to participate in the WYC activity, knowing that WYC and the WYC Affiliates is acting in complete reliance of the terms hereof, the Parent/Guardian, as the parent and/or legal guardian of the minor hereunder, hereby acknowledges and consents to the performance of all representations, warranties, set forth in the RELEASE. The Parent/Guardian hereby represents and warrants that (i) he or she has read and understood the above RELEASE, and that he or she has consented to the terms thereof; (ii) the minor is in good health and the Parent/Guardian knows of no reason why he/she would not be capable of participating in this activity; (iii) the minor knows how to swim and will wear an approved U.S. Coast Guard life jacket at all times while engaged in water activities; and (iv) the watercraft is in safe operating condition and meets all appropriate safety regulations. The Parent/Guardian is aware of the risk involved in maneuvering a watercraft on Westlake and accepts any and all risks to the minor of injury and property damage arising from participating in this activity and the use of the facilities and property of the WYC and of the WYC Affiliates. The Parent/Guardian hereby guarantees that the minor shall not disaffirm this RELEASE at any time, by reason of minor's minority or otherwise. The Parent/Guardian acting as Participant's legal guardian does hereby agree at all times to indemnify and hold WYC, WYC Affiliates and WLMA harmless of and from any and all claims, demands, liabilities, losses, costs or expenses (including reasonable attorneys' fees) or causes of action arising out of or in connection with any breach of any of Participant's representations, warranties and/or obligations under this RELEASE, and agrees that all terms of the RELEASE shall be applicable to the PARENT/GUARDIAN.