

**CHEBEAGUE ISLAND COMMUNITY SAILING SCHOOL
LIABILITY WAIVER, RELEASE AND INDEMNITY AGREEMENT (“AGREEMENT”)**

IN CONSIDERATION of being allowed to participate in the Chebeague Island Community Sailing School (“CICSS”), made available through the Chebeague Island Yacht Club (“CIYCS”), the undersigned participant (“Participant”), and if the Participant is a minor, the Participant’s parent or legal guardian (“Guardian”), and their respective heirs, executors, administrators, and assigns (collectively with Participant and, if applicable, Guardian, the “Releasors”), hereby agree as follows:

1. The Participant and Guardian understand and acknowledge that: (a) sailing and its related activities (the “Activities”) involve risks and dangers of serious bodily injury, including partial or total disability, paralysis, and even death; (b) activities on and around water are inherently dangerous and may include changing weather conditions, underwater hazards, tides, winds, other craft, other students, third parties, equipment failures, boatyard and dock conditions, and other hazards that are not known and not foreseeable at this time; and (c) the risks and dangers associated with the Activities may arise from the Participant’s own action or inaction, the action or inaction of third parties or others participating in the Activities, the conditions under which the Activities may take place, and even the negligence of the Releasees named below. **THE PARTICIPANT AND THE GUARDIAN FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES OR DAMAGES RESULTING FROM PARTICIPATION IN CICSS ACITIVITIES. This assumption of risk is intended to be as broad as the law allows.**

2. The Participant and the Guardian each acknowledge and represent that the Participant has the appropriate mental capacity and maturity, is in good health, and is in proper physical condition to participate in these Activities in a safe and responsible manner. The Participant shall take appropriate precautions for his or her own safety when participating in the Activities, and will, if the Participant believes anything is unsafe, immediately advise a CICSS instructor of the unsafe condition.

3. **RELEASORS HEREBY RELEASE AND FOREVER DISCHARGE CICSS AND CIYC and their respective affiliates, successors and assigns and their respective officers, directors, agents, partners, employees, equipment providers, owners and lessors of property used in connection with the Activities, donors, and volunteers (collectively, the “Releasees”) from and with respect to any and all liability, demands, damages, costs, expenses, claims, complaints, actions, suits, causes of action, or proceedings for damages or other relief, and all legal costs (collectively, “Claims”), INCLUDING ANY CLAIMS ARISING FROM ANY ALLEGED NEGLIGENCE OF THE RELEASEES, that Releasors may have now or hereafter against the Releasees resulting or arising directly or indirectly from the Participant’s participation in the Activities, whether on CICSS or CIYS premises or elsewhere, including transportation to and from events and venues. This release is intended to be as broad as the law allows. RELEASORS HEREBY WAIVE AND COVENANT NOT TO SUE any Releasee in connection with any Claim intended to be released under this Agreement.**

4. **RELEASORS FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES from and against any and all Claims, INCLUDING ANY CLAIMS ARISING FROM ANY ALLEGED NEGLIGENCE OF THE RELEASEES, whether brought or asserted by the Releasors or any individual Releasor, including the Participant, or by any other party or third-party against any of the Releasees, resulting or arising directly or indirectly from the Participant’s participation in the Activities, whether on CICSS or CIYS premises or elsewhere, including transportation to and from events and venues. This indemnity is intended to be as broad as the law allows, and includes reimbursement of costs and reasonable attorneys’ fees incurred by any of the Releasees in defending themselves against such Claims.**

5. Releasors agree that this Agreement shall be governed by the laws of Maine and that any dispute arising from this Agreement shall be adjudicated in the courts located in Cumberland County, Maine. Should any provision of this Agreement be held by any such court to be illegal, invalid, or unenforceable for any reason, then the remaining portions of this Agreement will nonetheless remain in full force and effect, unless such portion of the Agreement is so material that its deletion would violate the obvious purpose and intent of the Parties.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AN ASSUMPTION OF RISK, A PROMISE NOT TO SUE OR MAKE A CLAIM, AND A PROMISE TO INDEMNIFY, AND I SIGN THIS OF MY OWN FREE WILL.

Participant Name: _____

Signature: _____

Date: _____

PARENT / GUARDIAN SIGNATURE REQUIRED BELOW IF PARTICIPANT IS UNDER 18 YEARS OLD

I represent that I am the parent and/or legal guardian of the Participant and I agree, on behalf of myself, my heirs, executors, administrators, and assigns, to all of the terms in the above Liability Waiver, Release and Indemnity Agreement.

Without limiting the foregoing, I represent that I understand the nature of the Activities and the Participant's experience and capabilities and believe the Participant to be qualified, in good health, and in proper physical condition to participate in the Activities. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE RELEASEES in connection with any Claim arising or resulting from the Activities, directly or indirectly, on my own behalf and on behalf of the Participant, INCLUDING CLAIMS CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES. I further agree that if, despite this release, I, the Participant, or any third party may bring a Claim on the Participant's behalf against any of the Releasees named above, I WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS EACH OF THE RELEASEES from and against any such claims and all costs, expenses, losses, damages, fees and liabilities that may be incurred or result from any such Claim. This release and indemnity is intended to be as broad as the law allows.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AN ASSUMPTION OF RISK, A PROMISE NOT TO SUE OR MAKE A CLAIM, AND A PROMISE TO INDEMNIFY, AND I SIGN THIS OF MY OWN FREE WILL.

Parent/Guardian

Name: _____

Signature: _____

Date: _____