

# Dallas Corinthian Yacht Club



## ***Guest Agreement (Assumption of Risks, Waiver, Release and Indemnity)***

THIS IS A LEGALLY BINDING SAILING AND BOATING RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, TERMS AND CONDITIONS ARE AGREED TO IN EXCHANGE FOR PRODUCTS RECEIVED AND PRICES PAID WITH SIGNATURE ON PAGE ONE

1. ACKNOWLEDGE, agree, and represent that USER understands the nature of Sailing and Boating Activities, both on water and land based, and that USER and/or my minor children am/are qualified, in good health, and in proper physical condition to participate in such Activity and that I will abide by all prevailing terms, conditions and policies of the SCHOOL. A copy of which is maintained on the premises.

2. FULLY UNDERSTAND that; (a) SAILING and BOATING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages USER or my minor children may incur as a result of my or my minor children's participation in the Activity. USER understands this activity requires strong swimming ability. I hereby authorize any medical treatment deemed necessary in the event of injury while participating in any activity of the SCHOOL;

3. HEREBY RELEASE, discharge, and covenant not to sue Dallas Corinthian Yacht Club or any of its affiliated clubs/businesses, their administrators, owners, directors, agents, officers, members, volunteers, and employees, other participants, organizers, sponsors, advertisers, and if applicable, owners and lessors of premises and/or vessels on which the Activity takes place, (each considered one of the "Releasees" herein) from all liability, claims, demands, bases, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and USER further agree that if, despite this release and waiver of liability, assumption of risk, And indemnity agreement, USER, or anyone on my behalf, makes a claim against any of the Releasees, USER WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as the result of such claim to the fullest extent permitted by law.

4. ACCEPT that as USER, there are no class fee refunds, rental fee refunds, membership refunds or purchase/charter/class refunds of any kind after the class/rental has started. In the case of cancellation by Dallas Corinthian Yacht Club due to safety considerations, fees may be transferred to a future activity. Deposits are not refundable, but may be applied toward a future activity within the same calendar year. Also, USER agrees (whether a member/user/renter or a guest or a student) to any film or photographs of me/us as participants with permission become the property of the Club and may be used for promotional or commercial purposes. Dues and fees may increase at any time without notice but not while a signed agreement is in effect for sailing club or services. Terms are final as is where is.

5. AGREE to become familiar with all rules and regulations, exercising great caution when operating boats on area waterways. USER will be vigilant to changes in weather conditions and will not launch when storm activity is apparent or predicted in the local area. USER will at all times carefully inspect any and all boats and equipment which USER intends to operate before leaving the docks. Where equipment appears deficient or damaged in any way, USER will notify Dallas Corinthian Yacht Club. I agree that as USER, USER IS responsible for damage and/or loss of any equipment or boat in my possession.

By filling out this form, USER acknowledges that USER has read this agreement, fully understands its terms, and understands that USER has signed it freely, that USER has given up substantial rights by doing so and has signed this without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Signature and date: \_\_\_\_\_ // \_\_\_\_\_

Print Name: \_\_\_\_\_

Email address: \_\_\_\_\_

May opt out of requirement to wear PFD's at all times (Captain may override this decision) \_\_\_\_\_ // \_\_\_\_\_ initial/date

**This form will remain on file and need not be filled out again for future services.**