

**CLAIRE SAILING (HARBOR TOURS) RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

By signing below, I (“Participant/Releasor”) acknowledge that I have voluntarily applied to participate in a pleasure cruising excursion on a yacht/sailing vessel provided by CLAIRESAILING (HARBOR TOURS) (collectively referred to as the “activities”). I am aware that there are both known and unanticipated risks inherently associated with sailing/cruising on a yacht, including but not limited to people falling overboard, grounding the vessel, equipment failures, expected and unexpected wind conditions, accidental jibes, changing or unpredictable water flows, encountering submerged obstructions and/or water traffic, the boat or my body encountering tidal forces or currents, wave action or wakes; collisions with other participants, watercraft and/or other man-made objects such as docks, bridge abutments, etc; collisions with natural objects such as rocks, reefs, beaches, marinas or docks, etc.; wind shear (changes in wind speed or direction); the boat, myself or the masts or sails being struck by lightning; the boat or myself capsizing or sinking; exposure to weather and/or marine or sea elements; injury and/or drowning; exposure to wild or dangerous or toxic marine life; equipment failure and/or defects; operator (which includes myself, the Boat Captain or anyone else participating in the activity) error; mental distress from exposure to any of the risks of the activity; and any and all other risks associated with sailing or the instruction of the yacht charter whether listed or not. which could result in physical or emotional injury, disability, death, or damage to myself, to property, or to third parties.

I AM AWARE THAT THESE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

As consideration for being permitted by CLAIRESAILING (HARBOR TOURS), to participate in these activities and board and use the boat and related facilities, I forever RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE CLAIRESAILING (HARBOR TOURS) and its respective owners, directors, officers, employees, crew members, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all actions, claims, or demands that I, my assignees, heirs, distributees, parents, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage or loss, arising from or related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the boat, dock, pier, or other premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, parents, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to my participation in the activities, whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.

I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the activities, whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

I HEREBY agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and NEGLIGENT APPLICATION OF FIRST AID, DEFIBRILLATORS, AND/OR CPR and is intended to be as broad and inclusive as is permitted by the laws of the United States and/or California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ON BEHALF OF MYSELF/THE MINOR FOR WHOM I AM RESPONSIBLE BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature

Signature

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN THIS FORM .