

Erie Yacht Club Reyburn Sailing School

Release of Liability, Waiver of Claim, Assumption and Indemnification Agreement

By signing this document, you will waive certain legal rights, including the right to sue or claim compensation following an accident, injury or death. Please read carefully.

I acknowledge that, directly or indirectly, I am, or in the future will be, participating in activities ("Activities") provided by, or at, the Erie Yacht Club ("EYC"). I understand that boating, sailing and related activities, including the use of docks and facilities, involve a certain degree of risk, including the possibility of death or injury to persons or property. I understand and acknowledge such risks, and hereby voluntarily assume these risks.

As lawful consideration for being permitted to participate in these Activities, I agree that I will not make a lawful claim against, sue, attach the property of or prosecute the EYC or the EYC's principals, directors, members, officers, agents, employees, volunteers, heirs, assigns, successors, representatives or insurance carriers ("Releases") for death, personal injury, property damage, or damage or harm of any kind that I may sustain as a result of my participation in the Activities. This agreement is intended to discharge in advance EYC and Releases from and against any and all liability to me, or anyone acting on my behalf or on behalf of any Estate, including but not limited to liability for negligent actions, arising out of or connected in any way with my participation in the Activities.

I shall indemnify and hold harmless EYC and Release against and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, arising out of, or resulting from, any claim of a third party related to the Activities and arising from my conduct or actions. I hereby agree to pay EYC for loss or damage due to my own intentional act, negligence or carelessness.

I acknowledge that it is my responsibility to read and obey all posted information and warnings and to comply promptly with and verbal instructions provided to me by Release in connection with Activities. I agree that my failure to observe such rules may result in revocation of the right to participate in the Activities without further recourse. I further acknowledge that I will not be under the influence of alcohol or any illegal, prescription or over the counter drug while participating in the Activities. I also acknowledge that my participation in the Activities is contingent on my receiving, reviewing and agreeing to the registration materials, including but not limited to any medical release form.

From time to time, EYC takes videos or photographs of the activities that it provides and sponsors. I acknowledge and understand that photographs or videos may be taken of me while I am participating in the Activities. I hereby give permission and Release the EYC to use my image for promotional and or advertising purposes in any medium, without compensation to me.

I have carefully read this agreement and understand that it is a legal and binding contract that supersedes any other agreements or representations by or between parties, and that it is intended to provide a comprehensive release of EYC's liability. I hereby further agree that this agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and that any legal dispute arising hereunder will be litigated in the courts of the Commonwealth of Pennsylvania. I accept the personal jurisdiction of the courts of the Commonwealth of Pennsylvania, and I waive my right to a jury trial in connection with any such legal dispute. If my jury trial waiver is deemed unenforceable, then I agree that any dispute shall be resolved by common law arbitration. If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect. I have signed this agreement of my own free will.

Student Names: _____

Print Name of Parent/Guardian if Participate is under 18 years of age. _____

Signature of Parent/Guardian or Participate over 18 years of Age _____