



**SAILING CLUB AT NC STATE
SAILPACK FOUNDATION INC.**

**LIABILITY RELEASE AND WAIVER AGREEMENT
(ADULTS)**

1. I, *the undersigned Participant*, am at least 18 years of age and desire to use the sailing equipment of the Sailing Club at NC State University and the SailPack Foundation Inc. (collectively hereby referred to as "Club") including, but not limited to, NC State University's sailing boats, and all related equipment (the "Property"), with or without the guidance, supervision or presence of Club personnel. ("Property" excludes the lake, docks and launch ramps at Lake Crabtree Park or Lake Wheeler Park as they are wholly-owned by Wake County and the City of Raleigh respectively or Bow to Stern Sailing Center, Oriental, NC and the waters thereof.) This waiver covers all events and activities in calendar year 20____.
2. I understand that the Club is the owner or lessee of the Property. I will use the Property only for the intended purpose of sailing and/or learning how to sail safety, responsibly, and legally and in accordance with the guidance and direction of Club officials or City of Raleigh or Wake County officials or staff of Bow to Stern Sailing Center (collectively the "Activity"). I fully understand and appreciate the dangers, hazards, and risks that may arise from engaging in the Activity. These dangers, hazards, and risks can result in damage or loss to my property and/or injury and impairment to my body, general health, wellbeing, and could include serious or even fatal injuries.
3. Knowing the dangers, hazards, and risks of the Activity and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, spouse, heirs, and personal representative(s) (the "Releasors"), I agree to assume all the risks and responsibilities surrounding my participation in the Activity. On behalf of myself and the Releasors, I hereby covenant not to sue the Sailing Club at NC State, NC State University, the SailPack Foundation, or the City of Raleigh, Wake County, Bow to Stern Sailing Center, or its trustees, officers, representatives, coaches, and employees ("Releasees"), and I hereby release, waive, and forever discharge the Releasees from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me or a Releasor, arising out of, or related to, the Activity, whether caused by the negligence or carelessness of the Releasees or otherwise. I further agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage or cost, including court costs and attorneys' fees that may arise due to my participation in the Activity. It is my expressed intent that this Liability Release and Waiver Agreement shall bind me, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a legally binding release, waiver, discharge and covenant not to sue the Releasees.
4. I hereby grant the right to take photographs of me in connection with sailing or organizational activities, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that the Club may use such content and photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content without compensation or accommodation.

INITIAL _____

- 5. I agree to abide by all instruction and guidance I may be given by any designated Club or City of Raleigh or Wake County or Bow to Stern Sailing Center representative at all times regarding the use and maintenance of the Property. I will adhere to and abide by the Terms and Conditions of this agreement. I do not suffer from a physical or mental impairment that would limit my ability to participate in Activity.
- 6. I understand, agree and hereby grant Releasees permission to authorize emergency medical treatment for me, if necessary and arising out of the Activity, and that such action by Releasees shall be subject to the terms of this Liability Release and Waiver Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment and that I am solely responsible for the payment of my own medical bills and the cost of any medical treatment I may receive.

TERMS AND CONDITIONS OF AGREEMENT

As a condition of receiving and maintaining a day participation contract through the SailPack Foundation, I agree to each and all of the following:

- 1. To use Club sailboats only during designated days and hours, only when the Club officials are on duty, and only in accordance with safe sailing practices and protocol.
- 2. To pay any associated launch or participation fees and to be solely responsible for the safety of myself and my guests.
- 3. To abide by the directions of Club officials, including weather/traffic and also as to:
 - a. The proper sail combination for that day including reefing
 - b. The proper method of leaving and returning to the docks
 - c. Sailing only in designated areas. Be sure to contact Club officials with any questions.
- 4. Never dock ANYWHERE other than park docks unless in an absolute emergency.
- 5. To properly rig and unrig your assigned boat and to dry all sails before storing if feasible.
- 6. To properly secure your boat at the dock and ensure that all lines are in proper order.
- 7. To clean your boat thoroughly inside and out.
- 8. To report all malfunctions and / or damage to Club officials both before and after sailing.
- 9. To accept financial responsibility for any and all damages to boats, or other property, caused by my negligence, unsafe practices, or by not following directions from Club or park or facility officials.

**THIS IS A LEGAL AGREEMENT AND INCLUDES A RELEASE OF LEGAL RIGHTS.
READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.**

I HAVE READ AND UNDERSTAND IT.

Signature: _____ Date: _____

Print Name: _____

Phone # _____ Email _____

Emergency Contact: _____ Phone # _____