

**WARNING, LIABILITY RELEASE, INDEMNITY AGREEMENT
AND
ASSUMPTION OF RISK AGREEMENT**

PLEASE READ CAREFULLY

Assumption of Risks

I understand that I will be sailing, crewing, and racing on Nacra 15 catamarans as part of a Conanicut Island Sailing Foundation (“CISF”) clinic/program, which by its nature is an inherently dangerous and hazardous activity involving high rates of speed and high equipment and material loads. I understand and agree that sailing, racing, and related activities are hazardous and that injuries are not uncommon and can occur during activities related to these boats. I agree to assume all risks of injury or death, which may result from these activities.

(Please initial _____)

I understand that I/my child may spend time in a coach boat following the Nacra 15s. High speeds in the powerboat are anticipated. I agree to, or advise my child to, always hold on at all times, and not engage in any behavior in the powerboat that would potentially endanger myself/my child or others. (Sailors will be instructed as to appropriate and inappropriate behavior and hand holds when on the powerboat).

(Please initial _____)

To the fullest extent allowed by law and in consideration of my participation in sailing and/or racing in the subject program/clinic, I hereby RELEASE the CISF and its employees, coaches, instructors, contractors, crews, agents, principals, directors, officers, participants, successors, and assigns (collectively, the “Released Parties”) from ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY for any injuries, damages, losses, or death to any sailor or other user of the Nacras or participant in the program/clinic, whether caused by NEGLIGENCE or any other cause. I further agree that I WILL NEVER SUE the Released Parties, and that I WILL DEFEND AND INDEMNIFY them if any claim or action is pursued for any injuries, damages, or death relating to sailing, racing, or any related activities involving the subject boats and the clinic/program.

(Please initial _____)

I accept and agree to sail and otherwise participate and use equipment in CISF’s Nacra clinics and programs “AS IS” with NO WARRANTIES, express or implied, beyond those stated herein.

This document constitutes the FINAL AND ENTIRE AGREEMENT regarding Nacra 15 programs and clinics offered by CISF, and it supersedes any and all other documents or oral statements. If any part is found to be invalid or unenforceable, the remainder shall be given full force and effect.

This is a CONTRACT, which provides a COMPREHENSIVE RELEASE OF LIABILITY, but it is not intended to assert or limit any claims or defenses that are prohibited by law. The specific legal rights of the parties may vary in different states and provinces.

X _____
Signature of Participant

Date

X _____
Parent’s Signature if participant is a Minor

Date