

Simply Sailing Inc.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT

NOTE: THIS FORM IS A CONTRACT WITH LEGAL CONSEQUENCES. Please read it carefully before signing and initialing the boxes.

In consideration of the Releasees (as defined below) agreeing to my participation in the recreation of boating and permitting my use of their vessels and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

I want to participate in the operation of a water vessel which may include but is not limited to a yacht, boat, or sailboat (collectively the "Vessel") operated by **Simply Sailing Inc.** (hereinafter referred to as "**Simply Sailing**"), as part of an educational course to further my boating skills.

ASSUMPTION OF RISKS

I understand and acknowledge that the recreation of boating involves many risks, dangers, and hazards including but not limited to the boat capsizing, crashing on land or rocks, emergency disembarkment, sinking, slips and falls, improper use of equipment, negligence of other participants or instructors, and negligence on the part of the Releasees (as defined below) to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in the recreation of boating. I further understand and acknowledge that the recreation of boating takes place on water where conditions are variable and unpredictable and can change without notice affecting the safety of boating and possibly resulting in serious personal injury, death or damages to property. I freely accept and assume full responsibility for all risks, dangers, and hazards as well as the possibility of personal injury, death or damages and loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

In accordance with Simply Sailing accepting me as a willing participant in the operation of a yacht, I for myself, my heirs, next of kin, executors, personal representatives, administrators, successors and assigns, and anyone acting by or through me, hereby:

• release and forever discharge Simply Sailing, its owners, its shareholders, boat owners, instructors, teachers, trainers, maintenance team, office staff, agents, officials, employees, contractors, representatives, directors, elected and appointed officials, successors and assigns and each of them (the "**Releasees**") of and from any and all claims, costs, demands, damages, debts, dues, bonds, covenant, contracts, expenses, actions a courses of action, whether in statute or in equity (collectively the "**Claims**"), from any and all liability for any loss, damage, expense or injury including death to my person or property however caused (collectively the "**Loss and Damage**"), arising from or relating in any way to my participation in the operation of the Vessel, whether as a spectator or participant, competitor or otherwise, whether prior to, during or subsequent to the operation of the Vessel ("**My Participation**") and notwithstanding that either of both the Claims and the Loss and Damage may have been caused, contributed to or occasioned by the acts, omissions or other conduct of any to the Releasees.

SIMPLY SAILING: RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AND
ASSUMPTION OF RISK AGREEMENT

- waive any and all Claims that I have or may have in the future against the Releasees in respect to Loss and Damage due to any cause whatsoever arising from or relating on any way to my participation in the recreation of boating including but not limited to negligence, breach of contract, breach of any duty of care whether statutory or in equity, notwithstanding that either or both the Claims and the Loss and Damage may have been caused, contributed to or occasioned by the acts, omissions or other conduct of any to the Releasees.
- agree to hold and save harmless and indemnify the Releasees from and against any and all liability incurred by any of all of them arising from or relating in any way to my participation, notwithstanding that such liability may have been caused, contributed to or occasioned by the acts, omissions or other conduct of any to the Releasees.

By signing this from, I acknowledge having read, understood and voluntarily agreed to be bound by the terms of this Release of Liability, Waiver of Claims, Indemnity and Assumption of Risk Form.

I further acknowledge that no oral statements or inducements have been made by any of the Releasees in respect of my participation or in respect of the signing of this form, and that I have had the opportunity to ask or inquire about the risks, dangers and hazards associated with the recreation of boating. I further agree that the Release is intended to be as broad and inclusive as permitted by law and that if any portion of it is held to be invalid, the remainder of it shall nevertheless be effective and binding on me. I understand that by signing this Form I am waiving certain legal rights, including the right to sue or claim compensation in the occurrence of an accident.

I also understand that the recreation of boating requires physical exertion and that I should consult a physician before participating in this or any other strenuous physical activity.

Signature: _____

Date: _____

Print Name: _____

Location: _____

Emergency Contact: _____

Phone: _____