

Assumption of Risk and Liability Release Agreement

Acknowledgment of risk:

I, the undersigned, am fully aware that sailing and motor boating is an activity involving significant risk of serious personal injury, death, and property damage. I also know there are natural, mechanical, and environmental conditions and risks, which independently, or in combination with my own and other's activities, may cause property damage or severe or even fatal personal injuries to others or me.

Assumption of risk:

I understand and agree I alone am responsible for my safety while participating in any event involving the Polaris Sailing Society or while participating in any activity involving any vessel owned or operated by a member or guest of the Polaris Sailing Society (hereinafter referred to as "Vessel"). I understand and agree I alone am responsible for my safety while boarding, disembarking, or aboard the Vessel. I understand and agree that the Vessel is being operated on a voluntary basis without compensation to anyone by me. From time to time, The Vessel may be operated by me, by another member, or guest of the Polaris Sailing Society. I understand and agree that there is no employee/employer relationship of any kind between myself and anyone participating in any event involving the Vessel nor is any compensation provided to me while aboard the Vessel. Being fully aware of the risk, conditions, and hazards of sailing, motoring, and boating activities, I specifically ASUME ALL RISK for my safety while participating in any activity, or activity involving the Vessel.

Release from Liability:

Being fully aware of the risks, conditions, and hazards of sailing, motoring, and boating activities, I specifically Release and Discharge, in advance, the Polaris Sailing Society, its directors, officers, members, guests, agents, and representatives (hereinafter referred to as "Polaris"), the owner of the Vessel and its operators, its guest, its crew, its representatives, and any other people participating in any activity involving the Vessel (hereinafter referred to as "Participating People") from any and all liabilities, claims, demands, or causes of action, in law or equity, for any injury or property damages, physical or emotional injury, distress, or death (hereinafter referred to as "Liabilities"), sustained by me in connection with any activity involving the Vessel or Polaris. I give this Release and Discharge whether such Liabilities are known or unknown, even though such Liabilities may arise from or grow out of negligence or carelessness on the part of Polaris, the Vessel or its owner or operators and/or Participating People with the sole exception of willful and wanton misconduct. I agree to accept all responsibility for the risks, conditions, and hazards which may occur, whether they now be known or unknown. This Release and Discharge shall not be subject to any claims of mistakes of fact, or inadequacy or lack of consideration.

Promise Not to Sue:

I agree not to institute, initiate, or assist in the prosecution of any suit, claim, or action at law or equity, or otherwise, against Polaris, the owner or operator of the Vessel, the Vessel *in rem*, or the Participating People for Liabilities or Claims which I or my heirs, executors, administrators, or assigns hereafter may have arising from my participation in any activity involving Polaris or the Vessel.

Hold Harmless and Indemnity Covenant:

I further agree to hold harmless and indemnify Polaris, the owner and operator of the Vessel and the Participating People from any and all Liabilities, and from any and all losses, claims, actions, demands, or proceedings of any kind initiated by me and/or any other person or organization on my behalf, including all legal cost and attorneys fees incurred by Polaris, the owner or operator of the Vessel and/or Participating People or other indemnified parties for the defense of any such actions which may arise directly or indirectly from my participation in any activity involving Polaris or the Vessel.

I understand this Agreement shall be construed and governed by the general maritime laws of the United States and laws of the State of California and that should any part(s) of this Agreement be declared invalid by the courts, all other parts shall remain legally binding. I hereby expressly recognize that this agreement is a contract and that I have released any and all claims against the indemnified parties resulting from my participation in any Polaris or the Vessel, including claims caused by the negligence of the indemnified parties.

I agree not to bring any illegal or controlled substance aboard the Vessel or to any Polaris activity, and to not use or be under the influence of any controlled substance while participating in any activity involving Polaris or the Vessel.

I HAVE CAREFULLY READ THIS "ASSUMPTION OF RISK AND LIABILITY RELEASE AGREEMENT" AND BOTH UNDERSTAND AND ACCEPT ITS CONTENTS.

Member/Guest Signature: _____

Print Name: _____ **Date:** _____