



MUTUAL RELEASE OF LIABILITY AND INDEMNIFICATION & ZERO TOLERANCE STATEMENT

Name of Trip \_\_\_\_\_

Date of Trip \_\_\_\_\_

Mutual Release of Liability and Indemnification

As a voluntary participant on this trip I agree and understand that sailing can be hazardous. I recognize the inherent risk of injury to my person or property from engaging in this activity and I knowingly accept these risks. I HAVE READ AND FAMILIARIZED MYSELF WITH THE CLUB'S RISK ADVISORY STATEMENT.

I, \_\_\_\_\_ PRINT YOUR NAME \_\_\_\_\_ hereby enter into this Mutual Release of Liability and Indemnification (hereinafter "Mutual Release") in consideration for (1) my participation in this trip, and (2) my desire not to expose any of my personal assets to the risk of an adverse judgment.

I hereby RELEASE THE SAILING CLUB, INC. and all of it's successors, assigns, affiliates, officers, directors, instructors, employees, members and agents (hereafter "Released Parties") from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising from this trip, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of The Sailing Club, Inc.'s Agents or boats, or equipment supplied by The Sailing Club, Inc.

I agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with this trip. I agree to WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release. My signature hereon shall serve as a release, indemnification and assumption of the risk on behalf of myself, my spouse, executors, administrators, Trustees, heirs, successors, agents, representatives, and assigns.

I fully understand that the boat and equipment made available during The Sailing Club events come without any warranties, guaranties or other representations whatsoever by The Sailing Club or any of the Released Parties. Specifically, I fully understand that the boat and equipment made available during The Sailing Club events DO NOT COME WITH ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE from The Sailing Club or any of the Released Parties.

I agree that I shall not rely on the judgment of any of the Released Parties during this trip. I assume the responsibility to judge my fitness to participate in this trip and my capabilities to face the risks and hazards inherent in any of the activities related to this trip. I further recognize that I alone am responsible for my safety while participating in this trip.

I acknowledge that IF I IGNORE THIS AGREEMENT AND FILE SUIT, I WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY THE SAILING CLUB AND ITS AGENTS.

I hereby acknowledge and agree that New Jersey law governs my participation in all events affiliated with The Sailing Club, and the construction and interpretation of this Mutual Release, regardless of the specific location that this particular trip may take place. In the event that a Court determines that any provision of the Mutual Release is invalid and/or unenforceable, I agree that this will not affect the validity and enforceability of the remaining provisions of the Mutual Release.

I CERTIFY THAT I AM OF FULL AGE (18+), HAVE CAREFULLY READ AND UNDERSTAND THIS MUTUAL RELEASE AND EXECUTE THIS MUTUAL RELEASE FREELY AND INTENDING TO BE LEGALLY BOUND HEREBY. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.

Initial ONLY One:

\_\_\_\_\_ I certify that I am in good physical condition and am a competent swimmer.

\_\_\_\_\_ I certify that I am not a competent swimmer; however, I willingly choose to participate in The Sailing Club events, knowingly assuming the risks inherent in participating in this hazardous sport as a non-swimmer. I agree to release The Sailing Club, Inc., it's officers, members, fellow crew members and anyone associate with The Sailing Club, Inc., their heirs, administrators, successors, agents and assigns, individually and jointly, from any and all liability that may arise from my participation in The Sailing Club events as a non-swimmer. I further agree that I will indemnify and hold harmless the Released Parties from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, which I now have or which I may have arising out of or in connection with my participation in The Sailing Club events as a non-swimmer.

Participant Signature

Date

Zero Tolerance

A condition for participation on this trip is the total understanding and compliance with the policy of Zero Tolerance by each individual on the trip.

Federal law provides for the seizure and forfeiture of vessels carrying illegal drugs, even in trace amounts. Arrests of individuals aboard the seized vessel may also result. The Federal Government recognizes that the illegal drug problem must be attacked simultaneously on all fronts. The reduction of demand for drugs in the United States includes law enforcement at the user level. Zero tolerance is law enforcement at the user level. This policy means that in the course of regular patrols, boardings, and inspections, the Coast Guard will now seize and arrest when "personal use" quantities of illegal drugs are encountered. Any amount of illegal drugs on a U.S. vessel may lead to the seizure of that vessel and the arrest, where appropriate, of those in possession on board. The Coast Guard will strictly enforce the law during the normal course of its duties. Boardings and inspections will continue to be conducted, as in the past, as part of those duties.

I have read and understand the Zero Tolerance Statement and by my signature below, acknowledge same. I will not introduce or sanction the use of illegal drugs aboard any vessel on which I sail and I will be responsible to insure that no illegal drugs are brought aboard those vessels by others.

Participant Signature

Date