

## WAIVER AND RELEASE OF LIABILITY

For and in consideration of Deep Creek Sailing School ("DCSS") allowing me, the undersigned, to participate in any capacity in an DCSS sanctioned or approved activity ("Activity" or "Activities"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. RULES AND REGULATIONS: I hereby agree to abide by the rules, regulations, and policies of DCSS, Deep Creek Lake Sailing Association ("DCLSA"), and Deep Creek Yacht Club, Inc. ("DCYC"), including any and all COVID-19 related safety measures required by DCSS, DCLSA, and DCYC.

A. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing, and that participation in any Organization involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases such as COVID-19), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, volunteers, or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the DCSS, DCLSA, and/or DCYC board members, employees, volunteers, or contractors of them; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

A. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Activities, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Activities. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any Activity.

A. RELEASE AND INDEMNITY: In consideration of my participation in any Activity, I hereby release from liability and waive any claims against DCSS, DCLSA, and DCYC, together with the board members, employees, volunteers, and contractors of them (the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Activities, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. Further, I agree to indemnify, defend, and hold harmless the Released Parties against and from any and all Liability imposed on, incurred by, or asserted against any Released Party resulting from, arising out of, in connection with, or relating to my breach of this Agreement.

A. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to

be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, WAIVER FROM LIABILITY, AND INDEMNIFICATION.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any DCSS Activity.

Participant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_  
(required if participant is under the age of 18)

Parent/Legal Guardian Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_