



Anna Maria Island Sail and Power Squadron

Bradenton, FL

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

Please read and be certain you understand the implications of this Release of Liability Waiver form before signing.

Express Assumption of Risk Associated with Recreational Activities.

I hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the activity of boating. I, the undersigned, assume full responsibility for my participation. Inherent hazards and risks include but are not limited to:

1. **RISK OF INJURY FROM BOATING and its equipment has the potential for permanent disability or death.**
2. This activity includes risks associated with exposure to the elements, excessive heat, hypothermia, encountering objects either natural or man-made, and exposure to fish and wildlife in the water which may cause injury and/or death.
3. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
4. My own negligence and/or the negligence of others, including but not limited to operator error and decision making including misjudging the environment or wind or weather conditions. *

*** I understand the description above of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AGREEMENT

Understanding that only boats that have passed an annual **Vessel Safety Check** will be allowed to participate, and in consideration for being permitted to participate in the activity of boating and related activities described above, I agree, acknowledge and:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property**, the following named persons or entities, (herein referred to as the three "releasees" listed below):

Anna Maria Island Sail and Power Squadron and

Vessel Owner: _____ **Vessel Skipper if not Owner:** _____

2. I release the releasees, their officers, employees, representatives, agents, and volunteers, vessels, and subsidiary affiliates from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation, or statements made by the releasees, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**I have read this release of liability and assumption of risk agreement, and I fully understand its terms, and understand that I have given up legal rights by signing it. I sign it freely and voluntarily without any inducement. I, the participant, or guardian, am over 18 and legally competent to execute this agreement, which shall be a binding commitment.
I REALIZE IT IS MY RESPONSIBILITY TO WEAR A LIFE JACKET (PFD) WHILE ONBOARD**

Signature of Participant or Guardian

Printed Name of Participant or Guardian

Phone Number

Date

Signature of Participant or Guardian

Printed Name of Participant or Guardian

Phone Number

Date

Signature of Participant or Guardian

Printed Name of Participant or Guardian

Phone Number

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