

BOATING LIABILITY RELEASE & WAIVER AGREEMENT & PHOTO AUTHORIZATION

In consideration for my participation in sailing activities associated with the Lake Pontchartrain Women’s Sailing Association (“LPWSA”), the undersigned participant (“Participant”), and if such Participant is a minor, the Participant’s parent or legal guardian, and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, “Releasors”), hereby forever waive, release and discharge the LPWSA, its affiliates, and their respective members, managers, employees, volunteers, officers, directors, agents, representatives, successors and assigns (each a “Released Party”) from any and all claims, demands, damages, judgments, executions, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releasor may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Releasor may sustain as a result of participating in any sailing activity associated with the LPWSA, other related activities (including land-based activities), or the use of the LPWSA’s equipment and facilities.

I have read and agree to be bound by the LPWSA Rules of Use for any vessel owned by LPWSA including but not limited to the requirement to wear a Coast Guard approved life jacket while sailing, launching, and retrieving a LPWSA vessel. THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH PARTICIPATION IN SAILING ACTIVITIES ASSOCIATED WITH THE LPWSA, EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY.

Releasors hereby acknowledge that serious accidents occasionally occur during sailing activities and that mortal or serious personal injuries and/or property damage or other loss may result from participation in sailing activities, including further injury or damage sustained as the result of the efforts of third parties who come to the aid of Participant. Releasors hereby agree to indemnify and hold harmless the Released Parties for claims, demands, damages, judgments, executions, rights of action or causes of action relating to any such injury or damage.

Participant hereby agrees to pay the LPWSA for loss or damage due to Participant’s intentional, negligent, or careless use or misuse of equipment (including boats) or facilities. Participant further agrees to abide by all rules and instructions of the LPWSA or its representatives or agents relating to participation in sailing activities associated with the LPWSA and Participant agrees that his or her the failure to observe and obey such rules may result in revocation of the right to participate in any such activities without further recourse.

Participant expressly authorizes the use and reproduction of any and all images and photographs taken of me in conjunction with any LPWSA vessel, activity, and/or event of any form including but not limited to those activities and events sponsored, co-sponsored, and/or supported by LPWSA for use in all forms and media and for any purpose whatsoever. Participant expressly agrees that this release, waiver and authorization is intended to be as broad as allowed by law and that if any provision of this agreement is held invalid it may be severed and will not affect the remainder of the agreement which will maintain full force of effect.

I have read this Liability Release and Waiver Agreement, fully understand its terms, and freely and voluntarily sign it:

Signature of Event Participant: _____

Print Name: _____ Date: _____

IF UNDER 18 YEARS OF AGE -- PARENT OR GUARDIAN

I represent and warrant that I am the parent and/or legal guardian of Participant and I agree, on behalf of the Participant, to all terms in the above Liability Release and Waiver Agreement. I further guarantee the potential financial obligations undertaken above. I give permission to the LPWSA and its agents to undertake and/or authorize any medical treatment deemed necessary, in their discretion.

Signature of Parent/Legal Guardian: _____

Print Name: _____ Date: _____