

SAILING COURSE
2010 RELEASE FORM

You are about to participate in The Magothy River Sailing Association sailing course (the "Sailing Course"), a course developed to familiarize you with sailing, boating, and being around water. As part of the Sailing Course, you will be required to exhibit sailing, boating, swimming and water skills. The course involves extensive field work and sailing and boating exercises on the water. You will encounter the inherent risks and dangers of being on and in the water and around boats, as well as the additional risk of working by yourself and in groups. Field sessions, being sometimes on the water, may involve locations from which evacuation of participants would be long and difficult, if the participant was injured. As you realize, such activity can be dangerous and you each assume the risk of participating in this course. As part of this course, you may also encounter additional risks not inherent to normal sailing, boating, or being about the water.

As a requirement of this course, and in consideration of the opportunity to participate in this course, you are required to acknowledge the following: that you, for yourself, your heirs, representatives, officers, agents, servants, employees, successors, assigns, and anyone claiming by or through you, do hereby remise, release, and forever discharge The Magothy River Sailing Association, The Grachur Club, Inc. and their members, both individually and jointly, their respective representatives, officers, agents, servants, attorneys, employees, successors, and assigns (the "Released Parties"), from any and all liability, regardless of any negligence on the part of the same, claims, suits, proceedings, debts, sums of money, accounts, covenants, agreements, promises, judgments, contracts, damages, costs, expenses and demands of whatsoever kind and nature, whether in law or in equity, which you may have, have had, or may at any time hereafter have, arising out of or otherwise connected, in any way, with participating in the Sailing Course. As further consideration for being permitted to participate in the Sailing Course, you hereby agree to indemnify and hold harmless the Released Parties from all claims and demands for damages, costs, expenses, attorney's fees, litigation expense and compensation for which any of the Released Parties may be found liable to pay to anyone because of your participation in the Sailing Course.

By signing this release, you are hereby certifying that you are in good health and physical condition and that you are not aware of any medical condition that would put you at risk during the period of time which this course will be taught.

This release shall be governed by the applicable law of the State of Maryland. If any part of this Release shall be determined to be unenforceable, all other parts shall be given full force and effect.

Participant

Signed Name: _____

Printed Name: _____

Date: _____

Parent or Guardian

Signed Name: _____

Printed Name: _____

Date: _____