

## **Magothy River Sailing Association 2011 Junior Racing Release Form**

You are about to participate in the Magothy River Sailing Association Junior Racing Program (the "Program") which is a program to permit juniors to use and improve their sailing skills in a fun, racing environment. As part of the program, you will be required to exhibit sailing, boating, swimming and water skills. 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. Racing will be held on the Magothy River 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 program. As part of this program, you may also encounter additional risks not inherent to normal sailing, boating, or being about the water.

As a requirement of this program, and in consideration of the opportunity to participate in this program, 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 and its 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 Junior Racing program. As further consideration for being permitted to participate in the program, 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 program.

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 which would put you at risk during the period of time which this Junior Racing program is held.

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.

Signed Name: \_\_\_\_\_

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

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

If the Participant is under 18 years of age, the undersigned parent or guardian hereby consents to the above Participant participating in the course and signs the Release on behalf of the Participant.

Signed Name: \_\_\_\_\_

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

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

Of parent/Guardian