



**RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK**

For and in consideration of my boarding and/or sailing on a vessel owned and operated by Call of the Sea (“COTS”), I hereby acknowledge the dangers inherent in sailing and accept all the risks and responsibilities.

I, [Print Name] \_\_\_\_\_ recognize that there are inherent risks involved in the Activity. These risks include, but are not limited, to injuries which can occur while visiting waterfront areas, docks, ramps, gangways and sailing on bays, rivers and the ocean. The risks include, but are not limited to, tripping, falling, slipping, losing balance, falling overboard, drowning and broken bones. I recognize that the risks include the possibility of serious personal injuries and death. I also acknowledge that the risk of exposure to infectious diseases, including Covid-19, is inherent in any group activity. I am choosing to participate in this Activity in spite of these risks.

**(Please initial to indicate you have read this paragraph.\_\_\_\_)**

I further acknowledge that sailing is a hazardous sport and I hereby assume the risk of all dangerous conditions involved in such activities. I hereby waive any and all specific notice of the existence of any such conditions. **(Please initial to indicate you have read this paragraph.\_\_\_\_)**

I hereby release, waive and relinquish to the fullest extent permitted by law, any and all claims of any sort whether in tort, contract, equity or otherwise, which I or my child, our heirs, administrators, executors and assigns may or could have against COTS, its vessels, officers, directors, committees, volunteers, agents, attorneys and/or employees arising out of or in any way connected with my participation in this Activity, for any injuries, death or property damage which I or they may suffer or sustain. **(Please initial to indicate you have read this paragraph.\_\_\_\_)**

In addition to the release and waiver of liability described above, I agree that I shall indemnify, defend and hold harmless COTS, its vessels, officers, directors, committees, volunteers, agents, attorneys and/or employees for any costs or liabilities which they may incur as a result of my participation in the Activity. If any lawsuit, action or legal proceeding should be brought against COTS by reason of any such claims or alleged liability, the undersigned agrees to defend such action or proceeding at the undersigned’s sole expense by counsel reasonably satisfactory to COTS.

**(Please initial to indicate you have read this paragraph.\_\_\_\_)**

I further expressly agree that the foregoing release, waiver and assumption of risk is intended to be as broad and inclusive as is permitted by law and that if any portion, clause or sub-clause hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK, AND I SIGN IT OF MY OWN FREE WILL.**

Participant’s Name: \_\_\_\_\_ Signed: \_\_\_\_\_

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

PHOTO RELEASE: Leave box unchecked if you will allow photos to be shared  I do NOT give permission to Call of the Sea to share photos taken during educational programming, in the media.

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

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