



RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

(parents/legal guardians of a minor participant are required to sign a copy of this document before the participant boards)

The undersigned parent or legal guardian of: _____ (herein referred to as “Child”), request that my Child be allowed to board and/or sail on a vessel (herein referred to as “the Activity”), owned and operated by Call of the Sea (“COTS”). I 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 have my Child 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, on behalf of my minor Child, hereby assume the risk of all dangerous conditions involved in such activities. On behalf of my Child and myself, I hereby waive any and all specific notice of the existence of any such conditions.

(Please initial to indicate you have read this paragraph. ____)

On behalf of my Child and myself, 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 Child’s 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 Child’s 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: _____ Participant’s Age: _____

Parent/Guardian 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 of my child, taken during educational programming, in the media.

Name: _____ Signed: _____
(Parent/Guardian Name) (Signature)

Date: _____