



**Eugene Yacht  
Club**

\_\_\_\_\_  
(print name)

## **ADULT SAILING ACTIVITIES AGREEMENT**

**Introduction:** The undersigned individual (referred to as "I" or "me") desires to participate in sailing activities ("Sailing") supported by Eugene Yacht Club ("EYC"), an Oregon non-profit organization, including without limitation to enter any area where Sailing takes place, or to observe or otherwise be involved for any purpose with Sailing, or to operate or be a passenger in sail boats and other equipment ("Equipment") owned or otherwise made available by EYC. In consideration for being permitted by EYC to participate in Sailing, I agree to all the terms and conditions set forth in this agreement ("Agreement").

**Acceptance of Risk:** I understand that Sailing and other related water activities involve inherent and others risks or injury and death. The risks include, but are not limited to: physical exertion, inclement weather, capsizing of water craft, collision with other objects, immersion in water, hypothermia, accidents, or illness, equipment failure and malfunctions, drowning, loss or damage to personal property, injury to others, and damage to other's personal property. I voluntarily agree to expressly assume all risks that may results from Sailing. I agree to use the Equipment only in the specified and agreed upon area, and in the manner for which the Equipment was designed to be used. I further agree to inspect all Equipment prior to use. If, for any reason, I feel the Equipment is not in safe condition to use, I will return the Equipment and notify EYC of my concern prior to use. If, for any reason, while the Equipment is in use, I believe the Equipment is unsafe to use, I will immediately discontinue use and return the Equipment to EYC, and notify EYC of my concern. As an adult I agree to take all responsibility for minors that I take as passengers or crew. If I release Equipment to a minor for their use, I agree that they will be under my supervision and I will assume all responsibility of the minor and their actions.

**Indemnification and Hold Harmless:** I agree to indemnify and hold harmless EYC, its members, Board of Directors, agents, servants, employees, and volunteers (collectively "Releasees") from and against all claims, demands, and judgements, including attorney fees, made or recovered against Releasees including, but not limited to, damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any way related to my participation in Sailing or the use of Equipment (collectively "Claims"). I will notify EYC in writing of any Claims and shall cooperate with EYC in a reasonable manner to facilitate defense of such Claims.

**Permission to Publish:** I give EYC permission to publish photos, videos, and recordings taken of my child or I during activities related to Sailing. I understand that neither my child nor I will be paid any royalty or other compensation and I give up any right my child or I may have to payment if a photo, video, or recording is published.

**Complete Contract:** This Agreement constitutes the entire agreement between the EYC and me with respect to the subject matter hereto. All prior discussion, practices, policies, representations, covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the EYC and I except those expressly set forth in writing and executed by this Agreement. The parties will act in good faith and with best efforts to comply with this Agreement.

**Litigation:** It is agreed that in the event litigation is brought for any reason concerning this Agreement, it will be brought in the State of Oregon and in the County of Lane.

I have carefully read this Agreement and fully understand its contents. I am aware the Agreement includes a waiver of liability, an assumption of risk, and an agreement by me to indemnify the Releasees, and I sign it of my own free will.

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Participant signature

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Today's Date