

Liability Waiver

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration of being permitted to participate in sailing excursions ("Activity") provided by Nautical Adventure School I, the undersigned participant, acknowledge and agree to the following terms:

1. Acknowledgment of Risks

I understand that participation in the Activity involves inherent risks, including but not limited to:

FULLY UNDERSTAND that: (a) SAILING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSED COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Nautical Adventure School, its Certified Instructors, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, and sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY,

ASSUMPTION OF RISK, AND INDEMNITY, or anyone on my behalf makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees loss liability, damage, or cost which any may incur as the result of such claim.

2. Medical Conditions

I certify that I am physically fit and have no medical conditions that would prevent me from safely participating in the Activity. I agree to inform the Nautical Adventure School of any medical conditions or special needs prior to the Activity.

3. Compliance with Rules

I agree to follow all instructions, rules, and safety guidelines provided by the Nautical Adventure School during the Activity. I understand that failure to comply may result in my removal from the Activity without refund.

4. Equipment and Property

I understand that I am responsible for any damage I cause to the Nautical Adventure School's equipment or property, including the 40 ft sailboat, or other assets, due to my negligence or misuse.

5. Photography and Media

I grant then Nautical Adventure School permission to use photographs or videos taken during the Activity for promotional purposes, without compensation to me.

6. Refunds and Cancellations

I understand that the Activity is weather-dependent and can only proceed when weather conditions permit safe sailing. In the event of poor weather, as determined by the Nautical Adventure School, I will be notified at least 24 hours prior to the scheduled Activity / sail time and will receive a full refund or option to reschedule.

A refund will be issued for cancellations initiated by the participant if the cancellation is at least 14 days prior to scheduled sail lesson time. Nautical Adventure School will charge a 50% fee of the total charter price if cancellation initiated by participant is less than 14 days from time of scheduled sail lesson.

7. Minor Participants

For participants under 18 years of age, a parent or legal guardian must sign this waiver on their behalf. The parent or legal guardian assumes full responsibility for the minor's participation, acknowledges the risks outlined in Section 1, and agrees to the **ALL** of the terms of this waiver, including the release of liability, on behalf of the minor.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any disputes arising under this Agreement shall be resolved in the courts of Massachusetts.

9. Acknowledgment of Understanding

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND

EFFECT. THIS WAIVER AND RELEASE WILL BE INTERPRETED AND ENFORCED PRUSUANT TO Massachusetts LAW.

PRINTED NAME OF PARTICIPANT:

ADDRESS: _____

PHONE: _____

ADDRESS _____

Street City State Zip

PARTICIPANT'S SIGNATURE: _____ (Only if age 18 or over)