

Adult Liability Waiver, Terms and Conditions

NAME _____ DOB _____
Last First

ADDRESS _____
Number & Street City State ZIP

PHONE 1# _____ PHONE 2# _____ E_MAIL _____

Notify in Case of emergency (preferably a relative – local phone number only):

Name _____ Address _____

Phone Day _____ Evening _____ Mobile _____

SWIM TEST VERIFICATION: To participate in these activities you must be **WATER-SAFE** (be able to swim 50 yards and tread water for 5 minutes). I certify that I am water-safe and can swim 50 yards and tread water for 5 minutes : **INITIAL:** _____

TERMS AND CONDITIONS: For purposes of this agreement (also referred to as contract), the following applies throughout the document in consideration of the use of the property, facilities, programs and/or services of the parties covered by this agreement. The parties covered by this contract applies to the releases, indemnifications and liability waivers in this contract. To the degree any provision in this contract is unenforceable for any reason, all other contract provisions shall remain in effect. The parties covered by this agreement include the below stated government, companies, programs and other organizations as well as ALL PERSONS involved with these entities including, but not limited to, all other participants, volunteers, employees, leaders, officers and agents. The parties covered by the agreement (sometimes referred to as releasees) include: the State of California; the County of Orange; the Dana Point Harbor Department; the OC Sailing and Events Center; Westwind Sailing; the Ocean Institute; Mariners (including the Mariner Junior program); Sea Scout Ship 936; South Coast Sailing Team; Boy Scouts of America; and, Orange County Council BSA. This contract is legally binding. The undersigned agrees as follows:

1. **RISK FACTORS:** The undersigned understands and acknowledges that the activity involves various physical risks such as but not limited to the following: **RISK OF BODILY INJURY, DEATH, and/or PROPERTY DAMAGE**, resulting from participation in the releasee's programs or use of releasee's equipment, facilities, property or equipment. **INITIAL:** _____
2. **ASSUMPTION OF THE RISK:** The undersigned **ASSUMES ANY AND ALL RISK INVOLVED IN OR ARISING FROM, THE ACTIVITY**, including without limitation, the risk of **DEATH, BODILY INJURY OR PROPERTY DAMAGE** resulting from participation in the program or use of the facilities, property or equipment of the releasees. **INITIAL:** _____
3. **ACKNOWLEDGMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading all of the policies and procedures relating to the activity and understands that the safe and proper use of the facilities or property or participation in the activity is dependent upon carefully following such policies and procedures.
4. **PREREQUISITE SKILL AND TRAINING.** The undersigned acknowledges that he or she has the prerequisite skills, qualifications and training necessary to properly and safely use the facilities or property or participate in the activity. The undersigned agrees that if he or she has any questions as to what skills, qualification or training is necessary to properly use the facilities and property, he or she is responsible to ask the instructor supervising the activity or an appropriate leader/supervisor.
5. **RELEASE, INDEMNIFY & DEFEND.** As consideration for being permitted to participate in said programs and activities, I hereby agree, for myself and my assigns and heirs, to release, defend and hold harmless the parties covered by this agreement as stated above (collectively the Releasees) from and against any and all actions, claims, damages (including attorney fees) of liability arising or resulting from his/her participation in the activities sponsored by or associated with the releasees including without limitation, damage to or destruction of any property or injury or death to any person.
6. **PAY.** The undersigned agrees to pay for any and all damages to any property of the parties covered by this agreement caused by the undersigned either negligently, willfully or otherwise.
7. **REPRESENTATIVES.** The undersigned enters into this agreement for herself/himself and his/her heirs, assigns and legal representatives.
8. **PUBLICITY.** The above stated parties to this agreement reserve the right to photograph program participants for publicity purposes.
9. **ACKNOWLEDGEMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

SIGN HERE X _____ **DATE** _____