



Acknowledgment, Waiver and Release from Liability

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Please Read Carefully Before Signing This Acknowledgment, Waiver and Release from Liability (AWRL)

Participant Name: _____

I acknowledge that sailing is a test of a person's physical and mental abilities and carries with it the potential for death, serious injury, and property loss. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN SAILING EVENTS. I certify that I am physically fit to participate in such events, and have not been advised against participation by a qualified health professional. I acknowledge that my statements on this AWRL, Medical Information/Emergency form and the Participation Agreement are being accepted by the Arizona Sailing Foundation, Inc. (ASF) in consideration for allowing me to participate in activities provided by the ASF and are being relied upon by ASF and the various sponsors, organizers and administrators in permitting me to participation any ASF sanctioned event.

In consideration for allowing me to participate in ASF sanctioned events, I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, and I expressly acknowledge that it is my intent to take these actions:

I AGREE to abide by the Rules adopted by ASF, as they may be amended from time to time, and I acknowledge that my ability to participate may be revoked or suspended for violation of the Rules;

I AGREE that prior to participating in an event I will inspect the facilities, equipment, and areas to be used and if I believe any are unsafe I will immediately advise the person supervising the event;

I WAIVE, RELEASE, AND FOREVER DISCHARGE from any and all claims, losses (economic and non-economic), or liabilities, for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damages of any kind, which may in the future arise out of, result from, or relate to my participation in or my traveling to or from a ASF sanctioned event, the following persons and entities: ASF, event sponsors, directors, event producers, volunteers, all states, cities, countries, or other governmental bodies in locations in which events or segments of events are held, and the officers, directors, employees, representatives and agents of any of the above (collectively referred to as the "Released Parties"), even if such claims, losses, or liabilities are caused by the negligent acts or omissions of any of the Released Parties or are caused by the negligent acts or omissions of any other person or entity;

I ACKNOWLEDGE that there may be boats, persons, obstructions, weather conditions, water conditions, and other conditions that constitute significant risks of death or personal injury, and I ASSUME THE RISK OF SAILING OR PARTICIPATING IN ANY EVENTS SANCTIONED BY ASF under these circumstances. I also ASSUME ANY AND ALL OTHER RISKS associated with participating in ASF sanctioned events including but not limited to drowning, collisions and/or effects with other participants, effects of weather including heat, cold, and/or humidity, defective equipment, the condition of the roads, water hazards, contact with other swimmers or boats, and any hazard that may be posed by spectators or volunteers, all such risks being known and appreciated by me; and I further acknowledge that these risks include risks that may be the result of the negligence of the Released Parties or of other persons or entities.

I FURTHER COVENANT AND AGREE NOT TO SUE any of the Released Parties for any of the claims, losses, damages or liabilities that I have waived, released, or discharged herein; and

I INDEMNIFY AND HOLD HARMLESS the Released Parties from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, (i) my actions or inactions, (ii) my breach or failure to abide by any part of this AWRL including but not limited to my covenant not to sue; (iii) my breach or failure to abide by any of the Rules; or (iv) any other harm caused by me.

I further grant permission for the use of my name and/or likeness relating to my participation in a ASF sanctioned event, and I waive all rights to any future compensation to which I may otherwise be entitled as a result of the use of my name or likeness.

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I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENT

Signature of Applicant (or Parent or Guardian):] _____

Print Name _____

For persons under 18 years of age, a parent or legal guardian must sign the above AWRL and complete the following section.

PARENTAL CONSENT TO AWRL

The undersigned parent/guardian, the parent and natural guardian of the Participant, hereby acknowledges that he/she has executed the foregoing AWRL for and on behalf of the minor named herein. As the natural or legal guardian of such minor, I hereby bind myself, the minor, and our executors, administrators, heirs, next of kin, successors, and assigns to the terms of the foregoing AWRL. I represent that I have the legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the Released Parties mentioned in the foregoing AWRL from any expenses incurred, claims made, or liabilities assessed against them, as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the foregoing AWRL or in the execution of any consent and authorization for medical treatment.

Parent/Guardian Signature:] _____

Relationship to Minor: _____

NOTE: Parent/Guardian must also sign AWRL above.