



SUNSHINE SAILING, LLC

RELEASE OF LIABILITY, WAIVER, CLAIMS, EXPRESS ASSUMPTION OF RISK & INDEMNITY FORM

The undersigned customer or guardian of individuals below the age of 18 (referred to as I in the remainder of the document), freely accept and expressly assume all risk, danger and hazards that may arise from my participation in the Sunshine Sailing, LLC Sailing Adventure(s) or Sunshine Sailing, LLC Sailing Instruction(s), which could result in personal injury, loss of life and damage or loss to property.

RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY

In consideration of my participation in the Sunshine Sailing, LLC sailing adventure(s) or Sunshine Sailing, LLC Sailing Instruction, as well as the owners of vessels, use of the facilities, moorings, and other equipment, provided and/or organized by Sunshine Sailing, LLC, I hereby undertake as follows:

1. To waive, release and indemnify the Sunshine Sailing, LLC, the vessel owners and/or the sponsors and/or business partners of Sunshine Sailing, LLC against any and all claims, however arising, and specifically but not limited to the involvement of myself in the Sunshine Sailing, LLC's, use of all facilities, vessels, moorings, and other equipment provided by Sunshine Sailing, LLC, for any loss or damage resulting from bodily injury, loss of life or loss or damage to property.
2. To release the officials, vessel owners, directors, employees, representatives, agents, sponsors and volunteers of Sunshine Sailing, LLC, from any liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs, executors or assigns may have for personal injury, damage or loss to property or wrongful death arising from my participation in the Sunshine Sailing, LLC, sailing adventure(s) or sailing instruction(s), arising from any cause whatsoever.
3. By executing this document, I, in my personal capacity agree to hold Sunshine Sailing, LLC, or any persons set out in paragraph 2 above, harmless for any injury or loss of life or damage to property, which may occur directly or indirectly in connection with my participation in Sunshine Sailing, LLC sailing adventure(s) or sailing instruction(s) and indemnify them against any and all claims which may arise in this regard.
By signing this undertaking, I am not relying on any verbal or written representation or statement made by Sunshine Sailing, LLC and/or persons set out in paragraph 3 above, other than what is set forth herein.
4. If any provision of this undertaking is found to be unenforceable or invalid, that such provision shall be severed from this contract. The remainder of this undertaking will therefore be construed as though the unenforceable provision had never been contained in this document.
5. By executing this document, I, in my personal capacity understand these risks could include any or all of the following: man overboard, grounding, equipment failures, submerged obstructions, water traffic, expected and unexpected wind and water conditions, accidental jibes, and any and all other risks associated with sailing or the instruction of sailing whether listed or not.

I acknowledge full awareness of the risks involved in the proposed sailing event and furthermore acknowledge the full awareness that these are risks to which I am not normally exposed. I voluntarily assume the risks in taking part in the aforementioned sailing event.

I hereby declare that I am fully competent and duly authorized to sign this undertaking.

I HAVE READ THIS UNDERTAKING, UNDERSTAND THE TERMS, CONSEQUENCES THEREOF AND AGREE TO BIND MYSELF AND AGREE THERETO.

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Full Printed Names of the Above Signed _____

(Please Print and Separate Names with commas)