** WAIVER OF ALL CLAIMS, RELEASE FROM LIABILITY AND ASSUMPTION OF RISK**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby acknowledge and agree that in my participation with in adventure sailing trip by Sail La Vie Sailing Club:

1. I will not hold Sail La Vie Sailing Club, its officers, directors and employees responsible for any injury, death, accident, illness, delay, personal loss, personal property damage or other loss sustained by me and hereby release Sail La Vie Sailing Club, its officers, directors and employees due to any cause whatsoever, including without limitation, negligence on the part of Sail La Vie Sailing Club or its employees. I further agree to indemnify Sail La Vie Sailing Club and its employees for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.

2. AND I DO HEREBY ACKNOWLEDGE AND AGREE THAT:

(a) I understand the nature of Sailing Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

(b) I will participate in adventure sailing activities entirely at my own risk. Participation in any outdoor activity and travel in natural, outdoor environments involve inherent risks, dangers and hazards. These risks may include, but are not limited to: natural disasters, forces of nature, weather conditions, rugged or steep terrain, rock fall, slippery footing, boat factors, water, isolation from medical facilities, difficult evacuation, equipment failure, mechanical breakdown, human error and accidents. These and other risks may cause serious injury, illness, death, personal property damage or personal losses. (c) That this Waiver of all Claims, Release from Liability and Assumption of Risk is binding on myself, my heirs, my executors, administrators, personal representatives and assigns.

(d) That the term “adventure sailing activities” as used in the Waiver of all Claims, Release from Liability and Assumption of Risk includes without limiting the generality of that term, training sessions, programmers and events that are in any way authorized, sanctioned, organized or operated by Sail La Vie Sailing Club. (e) I understand that by signing this release I may be forever prevented from suing or otherwise claiming against Sail La Vie Sailing Club, its officers, directors and employees for certain loss or damages, whether for property loss or personal injury, that I may sustain while participating in adventure sailing activities. (f) I understand that the included itinerary is a general guideline of what can be expected on my adventure sailing trip, but is NOT a contract. Factors such as weather conditions, mechanical breakdown, flight cancellations, medical emergencies, political unrest, natural disasters or other uncontrollable circumstances can alter my trip.

I confirm that I have carefully read this agreement and understand its terms as acknowledged by my signature below.

Dated at \_\_\_\_\_\_\_\_\_on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019

Participant’s Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant’s Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_