

BOATING/SAILING LIABILITY RELEASE FORM

**COMPANY: Northfield Properties (DBA Sailing Vessel Remiinisce) and/or David Juntunen
VESSELS: "Remiinisce"**

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH SAILING/SWIMMING/BOATING/SCUBA DIVING/SNORKELING, ETC, including but not limited to equipment failure, perils of the sea, acts of other participants, and adverse sea and weather conditions, and I HEREBY ASSUME SUCH RISKS.

I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.

CONTRACTUAL ASSUMPTION ACKNOWLEDGMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

IN CONSIDERATION of being permitted to participate in the trip provided by Northfield Properties (DBA Sailing Vessel Remiinisce) and/or David Juntunen, for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns:

ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all of the risks of participating in the trip in which I am about to engage may include (1) wind shear, inclement weather, lightning, variances, and extremes of wind, weather, and temperature; (2) any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (3) collision, capsizing, sinking or other hazards which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (4) the presence of insects and marine life forms; (5) equipment failure, operator error, transportation accidents; (6) heat or sun-related injuries or illness, including sunburn, sunstroke or dehydration; (7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; (8) slippery decks when wet; (9) sailing, snorkeling, scuba diving or fishing.

I specifically acknowledge I have been given instructions/training in the safe use of the type of equipment used during this trip to my complete satisfaction, and I am physically/mentally able to participate in the trip in which I am about to engage.

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of the trip to which I am about to engage, whether identified above or not (I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAME BELOW) My/Our participation in the trip is completely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while we participate in the activity. I COMPLETELY UNDERSTAND AND AGREE TO ACCEPT ALL RESPONSIBILITY ON BEHALF OF MYSELF AND MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE, EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.

I HEREBY RELEASE Northfield Properties (DBA Sailing Vessel Remiinisce) and/or David Juntunen, THEIR AFFILIATED AND RELATED COMPANIES, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS. THEIR INSURERS, AND EACH AND EVERY

INITIALS: _____

LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AND ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY, FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

I have read this assumption and acknowledgment of risks and release of liability agreement I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving valuable legal rights including any and all rights I may have against the owner, the operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE TRIP TO HOLD HARMLESS AND INDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH).

I agree NOT to make claim against or sue any of the above parties for injuries or damages whether they arise or result from NEGLIGENCE or other liability.

I hereby grant Sailing Vessel Remiinisce permission to use my likeness in a photograph, video, or other digital media in any and all of its publications, including web-based publications, without compensation or other consideration.

I understand and agree that all photographs will become the property of Sailing Vessel Remiinisce and will not be returned.

I hereby irrevocably authorize Sailing Vessel Remiinisce to edit, alter, copy, exhibit, publish, or distribute these photographs for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use the photograph.

I agree to pay or reimburse Sailing Vessel Remiinisce for any and all damages to any property caused by myself, negligently, willfully or otherwise.

I hereby hold harmless, release and forever discharge Sailing Vessel Remiinisce from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I HAVE READ AND UNDERSTOOD THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCE BY THEIR SIGNATURES BELOW. I ACCEPT:

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE.

Signature Name (Printed) Date Phone Email

INITIALS: _____