



Release of Liability. Waiver of Claim and Assumption of Risks Agreement

By signing this document you will waive certain legal rights, including the right to sue or claim compensation following an accident, injury or death. Please read carefully.

I acknowledge that directly or indirectly, I am, or in the future will be, participating in activities ("Activities") provided by, or at, the Downtown Sailing Center, Inc. ("Downtown Sailing Center"). I further acknowledge that boating, sailing and related activities, including the use of docks and facilities, involve a certain degree of risk, including the possibility of death or injury to persons or property. I understand and acknowledge such risks and hereby voluntarily assume these risks.

As lawful consideration for being permitted to participate in these Activities, I agree that I will not make a claim against, sue, attach the property, or prosecute the Downtown Sailing Center, the Mayor and City Council of Baltimore, the Baltimore Museum of Industry, the Baltimore City Fire Department Repair Shop, all Harbor View properties, the sponsors of any Activities, or the aforementioned's respective principles, directors, members, officers, agents, employees, volunteers, heirs, assigns and insurance carriers ("Releasees") for death, personal injury or property damages that I may sustain as a result of my participation in the Activities. This agreement is intended to discharge in advance Releasees from and against any and all liability, asserted by me, my heirs or assigns, including liability for negligent actions, arising out of or connected in any way with my participation in the Activities.

I acknowledge that it is my responsibility to read and obey all posted information and warnings, and to comply promptly with any verbal instructions provided to me by Releasees in connection with the Activities. I acknowledge that I will not be under the influence of alcohol while participating in the Activities. I further acknowledge that in connection with the Activities, I will fully indemnify the Releasees for any liability, claim, damage or expense of whatsoever nature caused by, contributed to by, or arising from, the provision or consumption of alcohol by me.

I also give permission for photographs and video to be taken at the event in which my image may be used for promotional and/or advertising purposes by Releasees in any medium, without compensation to me.

I have carefully read this agreement and understand that it is a legal and binding contract that supersedes any other agreements or representations by or between parties and that it is intended to provide a comprehensive release of liability but is not intended to assert any claim or defenses that are prohibited by law. I hereby further agree that this agreement shall be construed in accordance with the laws of the State of Maryland and that any legal dispute will be brought in the courts of the State of Maryland. I accept the personal jurisdiction of the courts of the State of Maryland and I waive my right to a jury trial in connection with any such legal dispute. If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect. I have signed this agreement of my own free will.

For participants of a minority age, I hereby certify that I, as parent/guardian with legal responsibility for this participant of minority age, do consent and agree to his/her release of all the Releasees, and, for myself, my heirs, assigns and next of kin, release and agree to indemnify the Releasees from any and all liabilities incident to this participant of minority age's participation in the Activities.

Signed on _____, 20 ____

Signature of Participant: _____ Print Name of Participant: _____

If Participant is under 18 years of age

Signature of Parent/Guardian: _____ Print Name: _____

E-mail: _____

(Required) Address: _____ Zip: _____