

COMMUNITY SAILING OF FAIRFIELD, INC.

**WAIVER, INDEMNITY AND HOLD HARMLESS AGREEMENT
AND RELEASE OF LIABILITY**

In consideration for the use of the boating services and activities (the “Activity”), offered by Community Sailing of Fairfield, Inc. (“CSF”) I hereby agree that:

1. Physical Condition. I understand and acknowledge that the Activity involves strenuous physical activity and requires the ability to swim. I am in sound physical condition and I am not aware of any medical conditions, impairments, injuries, diseases or illnesses that would prevent or limit my ability to participate in the Activity. Further, I am a capable swimmer. In addition, I am able to engage in the Activity and am not currently under the care of a physician. If I am under the care of a physician, I hereby represent that I have received my physician’s permission to participate in the Activity.

2. Assumption of Risk. I understand that there are inherent risks involved in watersports, more specifically, sailing and kayaking. Such inherent risks include unanticipated weather changes, rough seas, changing tides and potential hazards to all persons present on the sailboat or kayak, including the risk of serious physical injury or death. I fully assume all risks associated with the Activity, and specifically the risks associated with boating on Long Island Sound, even if due to the negligence of CSF and/or their affiliates, officers, directors, members, agents, volunteers and/or employees (collectively, the “CSF Releasees”) or the Town of Fairfield.

4. Release and Waiver. I hereby agree, for myself, and my heirs, assigns, successors, executors, administrators, and legal representatives, that I waive, release and forever discharge the CSF Releasees and the Town of Fairfield, from any and all claims, demands, rights, causes of action, judgment costs and expenses, or other responsibility or liability of whatsoever kind or nature arising out of all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, including death, directly or indirectly resulting from the Activity, any other services provided by CSF and/or my access to CSF’s vessels, including, but not limited to any and all claims arising out of or related to any negligence or omissions of the CSF Releasees or the Town of Fairfield.

5. Indemnification and Hold Harmless Agreement. I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, agree that I will defend, indemnify and hold harmless the CSF Releasees and the Town of Fairfield from any and all claims, suits or demands by anyone, including my family members, guests or invitees, arising from the Activity and my use of CSF’s vessels, including claims of negligence on the part of the CSF Releasees or the Town of Fairfield.

6. Covenant Not to Sue or Bring Claim. I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, hereby release, and agree that I will not sue the CSF Releasees of the Town of Fairfield for money damages for personal injury or property damage sustained by me during the Activity even if due to the negligence of the CSF Releasees or the Town of Fairfield. In the event that I sue the CSF Releasees in violation of this section, I agree to reimburse the CSF Releasees or the Town of Fairfield for its legal fees in connection with such matter.

7. Agreement and Acknowledgment of Rules and Regulations. I acknowledge that I have reviewed CSF's Rules and Regulations (attached hereto as **Exhibit A**) and agree to adhere to all such rules and regulations.

8. Consent to Treatment and Release. In the event of injury to or illness of myself or my minor child or ward, I, for myself and for my minor child or ward as legal guardian, hereby authorize CSF, the Town of Fairfield, or representatives thereof, to perform emergency medical treatment and admit myself or my minor child or ward to a facility for emergency medical treatment. I hereby consent to any medical treatment that is deemed necessary for myself or my minor child or ward. The undersigned on his or her own behalf and on behalf of the minor child or ward named below, their heirs, assigns and personal representatives, hereby release the CSF Releasees and the Town of Fairfield from any and all claims arising out any such medical treatment.
INITIAL _____

I have read this Waiver, Indemnity and Hold Harmless Agreement, and Release of Liability and fully understand its terms. I further understand that by signing this agreement I am giving up substantial legal rights.

I have not been induced to sign this agreement by any promise or representation and I sign it voluntarily and of my own free will.

MEMBER:

Printed Name: _____

Signature: _____ Date: _____

PLEASE SIGN THIS PAGE AND INITIAL ALL FOUR (4) PAGES INCLUDING EXHIBIT A.

PLEASE CHECK TYPE OF MEMBERSHIP. Sailing (Full Week) __ . Sailing (Weekday Only) __ . Sailing (Full Week - Senior) __ . Sailing (Weekday Only - Senior) __ . Kayak Only __ . Kayak Only (Senior) __ .

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EXHIBIT – A RULES AND REGULATIONS

1. Required Certifications. A Connecticut Safe Boating Certificate is required for the use of sailboats and recommended for the use of kayaks. Failure to pass a skill test either upon entry in the program or if called upon to do so during participation in the program may result in a restriction or termination of my rights to participate in the Activity. For the purposes of these Rules and Regulations, the “Skipper” is defined as a CSF Member (a “Member”) who (i) possesses a valid Connecticut Safe Boating Certificate, (ii) has passed the boat handling test described in the Member Handbook and (iii) is operating a CSF sailboat.
2. Operation of Vessel. The Skipper and/or Member must be at least eighteen (18) years old to operate a CSF vessel. The Skipper and/or Member must understand fully, and be experienced in, the navigation of the class of vessel to be used. The Skipper and/or Member may not operate the vessel while under the influence of alcohol or narcotics or permit any other person to operate it in such condition. No alcohol or narcotics are allowed on board. The Skipper and/or Member further acknowledges that Skipper and/or Member has been instructed in and fully understands the safe operation of the vessel and agrees to observe all safety precautions. No more than four (4) persons shall be permitted in a sailboat (unless otherwise designated on the boat). The Skipper and/or Member shall be responsible for the safe operation of the vessel and for the safety of all passengers, guests and invitees. The Skipper and/or Member will not store or leave and will not permit the storage or leaving of any gear, equipment, materials, dinghies or property of any nature on the boats, floats, landings or other premises of the town other than the moorage or storage of the vessel in the space.
3. Personal Floatation Devices. The Skipper and/or Member is responsible for ensuring that Skipper and all passengers, guests and invitees wear a Coast Guard-approved life jacket (PFD) at all times while aboard a CSF vessel.
4. Compliance with rules and regulations. The Skipper and/or Member is responsible for strict compliance with all applicable rules, regulations, and instructions of the United States Coast Guard, Fairfield Police, the local harbor authorities, and CSF, including posted regulations of the dock master or other officials or representatives of CSF or the Town of Fairfield. The Skipper and all Members must read and also periodically review CSF’s Member Handbook, which can be located at www.communitysailingfairfield.com.
5. CSF Equipment. The Skipper and/or Member represents that he or she has made an inspection of the boat space and other spaces, slips, floats, docks, mooring, walks, gangways, ramps, marina facilities, equipment, roofs, building, premises, and other property of CSF or of the Town under the control of CSF or of the Town, and that all of such items are in satisfactory condition and not

defective. The Skipper and/or Member is responsible for the care and return of all equipment issued by the CSF. The Skipper and/or Member must bring to the immediate attention of CSF any defects of which members become aware before or during my use of the vessels. Subject to and without waiving members' indemnification obligation, members are responsible for the first \$500 in damage sustained to any boat, equipment or property, whether owned by CSF or the Town of Fairfield. CSF is not the manufacturer of the vessel or any equipment and has not made and does not make any representation, warranty or covenant, expressed, or implied with respect to the condition, quality, durability, or suitability of any vessels.

Initial Here ____

