

**LAKE CANYON YACHT CLUB**  
**SAIL ON PROGRAM AGREEMENT AND WAIVER AND RELEASE OF LIABILITY**

This Sail On Agreement and Waiver and Release of Liability (the "Agreement and Waiver") is entered into by and between Lake Canyon Yacht Club ("LCYC or Organization") and \_\_\_\_\_ ("Participant, I or me"), a senior member in good standing of LCYC. This Agreement and Waiver will be effective from the date signed through December 31st of the year signed and shall encompass usage of Sail On vessels occurring during such time period.

For and in consideration of LCYC allowing me to participate in any capacity in the LCYC Sail On Program (the "Program") I, for myself and on behalf of my spouse, children, heirs, next of kin and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations:

- A. **POLICIES, RULES AND PROCEDURES:** I agree to abide by the policies, rules and procedures of LCYC and the Program, including but not limited to any and all published and/or communicated requirements for and limitations on the use of Program vessels and safety measures required by the Organization (collectively, the "Program Rules"). I further agree to communicate all applicable LCYC and Program Rules to my spouse, children, guests and all other individuals who accompany me at any time in the use of Program vessels and to ensure their compliance with all such Program Rules.
- B. **SAILING SKILLS AND ABILITIES:** I represent that I am qualified based on my personal knowledge, skills and abilities to sail and, if other individuals accompany me, to skipper the vessels available for use in the Program. I acknowledge that my use of any vessels in the Program is subject to the demonstration of my sailing knowledge, skills and abilities to an authorized representative of the Program, and that I may be denied use of any vessel in the Program in the sole discretion of the Program representative.
- C. **REQUIREMENT FOR USE OF PFD'S WHILE USING PROGRAM VESSELS:** I understand and agree that I and any individuals who accompany me in the use of Program vessels must wear at all times (from entering the vessel at the dock through departing the vessel at the dock) a United States Coast Guard-approved personal flotation device ("PFD"). I further understand and agree that any non-compliance with this requirement by myself or any individuals who accompany me in the use of Program vessels will result in the cancellation of this Agreement and Waiver and barring me and other non-compliant individuals from participation in the Program for up to twelve (12) months in the sole discretion of LCYC.
- D. **DAMAGE TO AND DESTRUCTION OF LCYC VESSELS AND EQUIPMENT:** I agree to promptly report to the Program representative by email and verbal means any damage to or destruction of Program vessels and equipment and/or LCYC property arising from or relating to my use of Program vessels. I further agree to promptly reimburse LCYC for the full cost of repair to and/or replacement of such damaged or destroyed Program vessels and equipment.
- E. **ACKNOWLEDGMENT OF RISKS:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing, and that participation in any sailing activity involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions, and circumstances; accidents involving other participants, LCYC staff and volunteers; contact or collision with other vessels or natural or manmade objects; adverse weather conditions; facility issues and premises conditions; failure of protective equipment; inadequate safety measures; sailors of varying skill levels; situations beyond the immediate control of LCYC and/or the Program; and other undefined, not readily foreseeable and presently unknown risks and dangers (collectively, the "Risks").
- F. **ASSUMPTION OF RISKS:** I understand that the Risks may be caused in whole or in part or result directly or indirectly from my own actions, inactions or negligence, the actions, inactions or negligence of my guests and others participating in the Program by or through me, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I and/or my spouse, children and guests incur as a result of my participation in the Program. I further agree to be responsible for any injury or damage caused by me, my spouse, children, guests and any individuals under my direction or control in any use of vessels under the Program.

G. **RELEASE:** In consideration of my participation in the LCYC Program, I hereby release from liability and waive any claims against LCYC and any and all Club officers, directors, agents, employees and volunteers, any and all Program managers, directors, volunteers, promoters, advertisers, beneficiaries and supporting organizations, together with the officers, directors, employees, volunteers and contractors of all of them (collectively the "Released Parties"), with respect to any claims, demands, causes of action, actions, liabilities, damages, losses, or expenses (including but not limited to court costs and reasonable attorney fees) of any kind or nature (collectively the "Liabilities") which may arise out of, result from, or relate in any way to my participation in the Program and/or use of any vessels associated therewith.

**RELEASE OF CLAIMS ARISING FROM ANY NEGLIGENCE, FAULT, ACT, OR OMISSION OF THE RELEASED PARTIES**

**THIS RELEASE, DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE SHALL APPLY REGARDLESS OF WHETHER ANY ALLEGED LOSS, DAMAGE, CLAIM, ACTION DAMAGES, EXPENSES AND/OR ATTORNEY'S FEES TO MYSELF WHICH ARISE FROM OR WERE CAUSED, OR ARE ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, FAULT, ACT OR OMISSION OF THE RELEASED PARTIES.**

H. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement and Waiver represents the complete understanding between the parties regarding the issues set forth herein and no oral representations, statements or inducements have been made apart from this Agreement and Waiver. If any provision of this Agreement and Waiver is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

I. CHOICE OF LAW AND VENUE: This Agreement and Waiver shall be interpreted and enforced in accordance with the laws of the State of Texas, without regard to its conflict laws. Any claim, demand, cause of action or action arising from or relating to this Agreement and Waiver shall be brought in the federal or state courts for Comal County, Texas.

**I HAVE CAREFULLY READ THIS AGREEMENT AND WAIVER IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND UNDERSTAND THAT IT CONTAINS AN AGREEMENT, ASSUMPTION OF RISK, RELEASE, AND WAIVER FROM LIABILITY. BY SIGNING BELOW, I ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND WAIVER IN CONNECTION WITH MY PARTICIPATION IN THE LCYC PROGRAM.**

LCYC Signature: \_\_\_\_\_ Representative Name: \_\_\_\_\_ Date: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Other Participant (Spouse, Child) Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Other Participant (Spouse, Child) Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian of Minor Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Minor's Name \_\_\_\_\_ Print Parent/Guardian Name: \_\_\_\_\_

Signature of Parent/Guardian of Minor Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Minor's Name \_\_\_\_\_ Print Parent/Guardian Name: \_\_\_\_\_