

## **RELEASE, ASSUMPTION OF RISK, AND WAIVER OF LIABILITY**

This Release, Assumption of Risk and Waiver of Liability (the "Release") in favor of Pymatuning Yacht Club (the "Club"), a non-profit Pennsylvania corporation, is entered into on the date the release is signed, whether by an Adult Participant and/or a parent or legal guardian on behalf of any Child Participant(s) identified below. Adult Participants and Child Participants are both referred to as the "Participant."

The Club is a volunteer-run sailing and sailboat racing club on Pymatuning Reservoir, which offers visitors like Participant the opportunity to enter Club premises and participate in sailing and sailboat racing and related activities on Pymatuning Reservoir and at the Club premises and facilities located at 5228 Bush Road, Jamestown, Pennsylvania 16134.

Participant hereby acknowledges and agrees that their participation in events or activities sponsored by or affiliated with the Club, and their use of the Club's premises, facilities, services, and equipment, involves risks of injury to persons and property including without limitation those described below, and **Participant assumes full responsibility for such risks.**

Risk of injury includes (but is not limited to) injuries arising from use of sailboats and sailing equipment; injuries caused by other participants; injuries arising from participation in supervised or unsupervised activities or programs at the Club; injuries and medical disorders arising from sailing and water activities such as heart attacks, drowning, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; injuries that can lead to death; and accidental injuries occurring anywhere in the Club premises or facilities or while using Club equipment or when on or around Pymatuning Reservoir.

In consideration of the Club permitting Participant to enter its premises for any purpose, including, but not limited to, use of facilities, services or equipment, or participation in any way in events or activities sponsored by or affiliated with the Club, **Participant agrees to the following release and waiver of liability:**

**Participant hereby releases and holds Pymatuning Yacht Club, its directors, officers, employees, agents, volunteers, and members and their families, harmless from all liability to Participant and Participant's personal representatives, assigns, heirs, and next of kin, for any loss or damage, and forever gives up any claim or demands on account of injury to Participant's person or property, while Participant is in, upon, or about the Club premises, using any Club facilities, services or equipment, on or around Pymatuning Reservoir, or participating in any activity or event sponsored by or affiliated with**

**the Club. Participant releases from liability and agrees not to sue Pymatuning Yacht Club, its directors, officers, employees, agents, volunteers, and members and their families, related to any bodily injury to, disability of, or death of Participant, or damage to or loss of Participant's property.**

Participant agrees that this Release is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion is held invalid, the rest will continue in full force and effect. Participant agrees that no oral representations, statements or inducement apart from those contained in this Release have been made.

By signing this Release, Participant acknowledges that they are of legal age to sign this agreement on their own behalf, have received a complete copy, have read and understand the entire Release, and agree to its terms.

ADULT PARTICIPANT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

### **CHILD PARTICIPANTS**

Child Participants are those under the age of 18, who must have this Release completed and signed by their parent or legal guardian. As the parent or legal guardian of the Child Participant(s), by signing this Release the undersigned represents that they have the legal capacity and authority to act for and on behalf of the Child Participant(s), have received a complete copy, have read and understand the entire Release, and agree to its terms on behalf of themselves and the Child Participant(s).

NAME OF CHILD(REN) \_\_\_\_\_

PARENT/LEGAL GUARDIAN'S NAME \_\_\_\_\_

PARENT/LEGAL GUARDIAN'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_