

Heritage Coast Sailing and Rowing Incorporated
(a not-profit Corporation)
Individual Membership Enrollment
(Please print or type)

Name: _____

Address: _____

City, State, Zip: _____

E-mail Address: _____

Home Phone: _____ Cell Phone: _____

18 or more years old: yes ___ No ___; Male ___ Female ___.

I have read the current Heritage Coast Sailing and Rowing Policy & Safety Rules or accept the obligations established there in, without reading them. . A copy is found on the website: www.heritage-23.org.

I am able to swim. Yes ___ or No ___ (A life vest must be worn when onboard a HCS&R vessel.)

Individual Membership: \$35.00/year

Choose one: Row, ___; Sail, ___; boat building, ___ or other _____.

Signature(s) required on page 2

WAIVER AND RELEASE FROM LIABILITY

THIS IS A RELEASE OF LEGAL RIGHTS - READ AND UNDERSTAND BEFORE, SIGNING.

In CONSIDERATION of being permitted and given the opportunity to participate in any Heritage Coast Sailing and Rowing Inc. (HCS&R) sailing/rowing/boat building program activities (Activities), from the date of execution of my membership enrollment form through December 31, of this year, I, for myself, my agents, attorneys, personal representatives, successors, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of these Activities, both on the water and land based, and that I am or the minor for whom I am signing is, qualified, in good health, and in proper physical condition to participate in such Activities.
2. FULLY UNDERSTAND that: (a)THESE ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death (“Risks”); (b) these risks and dangers may be caused by my own actions, or inactions, the actions and inactions of others participating in these Activities, the conditions in which these Activities takes place, or the negligence of the Releasees named

Heritage Coast Sailing and Rowing Inc INDIVIDUAL Membership Enrollment Form:

below; (c) there may be others risks and social and economic losses either known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY OF LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity(s).

3. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member or participant of HCS&R and that, if I observe any condition to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of these Activities and will refuse to take part in the activity until the condition has been corrected to my satisfaction.
4. HEREBY RELEASE, discharge, and covenant not to sue US Sail, Heritage Coast Sailing and Rowing Inc, their administrators, directors, agents, officers, volunteers, employees, other participating event organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (individually and collectively considered and referred to hereinafter as the "Releasees") from and with respect to all claims, actions, demands, losses, damages or other liability whatsoever and to any extent pertaining to or arising from any of the Activities, including without limitation negligent instruction, vessel design, manufacturing or other defects, and rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreements, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS each and all of the Releasees from and with respect to any litigation expenses, attorney fees, damages, costs, judgment or other liability whatsoever which may result from, occur as a result of, or to any extent be at issue within, any such claim.
5. **Photo Release:** I grant to HCS&R, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize HCS&R, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that HCS&R may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.
6. **Incorporation of other Program documents:** I acknowledge receipt of, and have fully read and understand, all other documents associated with my/my child's enrollment in the program, including without limitation the Participation Agreement and Policies and Safety Rules, all of which are incorporated by reference herein (collectively the "documents"); and I certify and verify the accuracy of all information provided by me within each and all said documents.

I have read the waivers and photo releases attached and which are included as part of this agreement, and I fully understand their terms. I understand that I have given up substantial rights by signing this form and have signed this freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding shall continue in full force and effect.

Applicant Signature _____ Date _____

Parent/Guardian of Student rowers, sailors and/or builders under the age of 18

If Student rower/sailor/builder is under the age of 18, a parent or legal guardian must also sign the HCS&R consent to release below agreeing to the following statement:

This is to certify that as parent/guardian of this participant, I do consent to his/her release of liability, and the terms of defense and indemnification, as set forth with this application and waivers.

Parent/Guardian Signature _____ Date _____

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