

# **New Jersey Sailing School & Charter**

## **Rental Liability Waiver**

### **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in New Jersey Sailing School & Charter, Inc. ("Activity") I, for myself, my personal representatives, guests, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Sailing Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity and notify school personnel immediately.

2. STIPULATE that: (a) I hold a current New Jersey Boating Safety certification; (b) I am knowledgeable in the safe and legal operation of the vessel; (c) I will properly inform any of my guests/passengers of proper safety and emergency procedures; (d) I have read, understand and agree to the Rental Terms (June 2016).

3. FULLY UNDERSTAND that: (a) Sailing 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 or inactions of others participating in the Activity, or the condition in which the Activity takes place, (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE New Jersey Sailing School & Charter, Instructors, Boat Owners, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL

# New Jersey Sailing School & Charter

## Rental Liability Waiver

INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT and the RENTAL TERMS, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT 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. THIS WAIVER AND RELEASE WILL BE INTERPRETED AND ENFORCED PURSUANT TO NEW JERSEY LAW.

Name (Print): \_\_\_\_\_ NJ Boating Safety Cert # \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_