

## Disclaimer

### **Sail School Bahamas Ltd. - Release of Liability and Assumption of Risk Agreement**

This form is a release of liability form.

This release of liability form clearly states you are fully aware that you are going to take part in a sailing adventure program. As a direct consequence of the inherent risks involved in taking part in this activity, you know it is possible that you may incur injury, illness, damage to your belongings or in the extreme it is possible that you may die. By signing this form, should any of the above noted or other associated eventualities occur, you fully understand and agree that neither you, nor your relatives nor any other family representatives, can make a claim, sue, or expect Sail School Bahamas Ltd., its owners, officers, agents, employees, associates to be legally responsible or pay for any damages. Please read the following document carefully and ensure you understand it fully before signing it.

#### **ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS:**

I, the undersigned, hereby acknowledge that I have voluntarily chosen to take part in this Sail School Bahamas Ltd., sailing adventure program. Certain risks are inherent in any such adventure activity and cannot be fully eliminated, precluded, or controlled. I appreciate that these risks, some of which can contribute to the unique character and enjoyment of the activity, can also be the cause of injury, illness, death, and damages. I know and fully understand that a sailing adventure program on any type of sailing or motor vessel, as well as all associated activities such as but not limited to swimming, snorkeling and fishing, are outdoor adventure activities in an aquatic environment with inherent risks and hazards where serious accidents can occur, participants can die, sustain injuries, become ill and damage to property may arise.

**By my signature, (or the signature of my parent and/or guardian signing on my behalf - if I am under 18 years of age) I hereby explicitly acknowledge, accept and willingly assume all risks and hazards related to, arising out of, or associated with my participation in the Sail School Bahamas Ltd., sailing adventure program, (including, but not limited to, any SCUBA diving activity I may undertake),** from the pre-boarding briefing through and including final departure from vessel. These risks and hazards include, but are not limited to, (1) loss of control of the sailing vessel, falls overboard, slips or falls at any time while boarding, deboarding, or on-board, any injury or accident occurring while travelling in a dinghy/tender, collision with other vessels, docks, reefs, rocks and/or any other man-made or natural obstacles, whether obvious or not; (2) judgement, decision-making and professional conduct of the Captain (and/or First Mate, if one is present); (3) submersion in water, drowning, lung expansion or any other injuries associated with water sports and other water-related activities, including diving; (4) encounters with aquatic creatures, aquatic animals or other aquatic life, as well as any other wildlife and insects; (5) exposure to tropical environment, extreme temperatures, and humidity, and inclement weather; (6) risks associated with one's presence in remote areas, and/or wilderness terrain, including travel by foot or vehicle in any way related to this activity, whether at sea or elsewhere; (7) risks and hazards associated with lifting, pulling, winching, easing, tightening, carrying sailing equipment and/or other sailing activity; (8) any and all rescue-related injuries; and (9) unavailability of immediate and/or appropriate medical attention in case of any type of injury.

I fully appreciate, understand and acknowledge that the above list is neither complete nor exhaustive, and that other risks, known or unknown, anticipated or unanticipated, may also exist and result in injury, illness, disease, death or damage. **My participation in this activity is purely voluntary and I elect to do so entirely at my own risk.**

#### **Risk Release:**

In consideration for Sail School Bahamas Ltd., allowing me to participate in this sailing adventure program, on behalf of myself, my heirs, and any other person or entity who may claim by or through me, I hereby freely and voluntarily agree to release, discharge, and hold harmless Sail School Bahamas Ltd., its directors, officers, members, owners, employees, agents, and contractors from any and all claims of liability arising out of their actual, real, perceived or proven negligence, fault, recklessness, or any other act or omission which causes the undersigned any illness, injury, disease, death, and/or damages of any nature in any way connected with my participation in this sailing adventure program. Also, on behalf of myself, my heirs, and any other person or entity who may claim by or through me, I expressly agree to release, deem free of liability and discharge Sail School Bahamas Ltd., its directors, officers, members, owners, employees, agents, and contractors from any act or omission of negligence in rendering, organizing or failing to render any type of rescue or medical services.

**By the signing of this document, I fully recognize, understand and accept that if I am injured, become ill, die or if my property is damaged (or if any minor under the age of 18 years on whose behalf I am signing this release**

**is injured, becomes ill, dies, or whose property is damaged), I am, on behalf of myself, my heirs, and any other person or entity who may claim by or through me, freely and expressly giving up any and all right to make any claim or file any associated lawsuit against Sail School Bahamas Ltd., its directors, officers, members, owners, employees, agents, and contractors, even if they negligently or by any other act or omission cause the injury, illness, death or damage.**

I further agree, to hold free of liability, defend, and indemnify, Sail School Bahamas Ltd., its directors, officers, members, owners, employees, agents, and contractors, from any and all defense costs, including attorney's fees or other relevant legal costs incurred in connection with claims for bodily injury, wrongful death, or property damage, sustained by me (or any minor under 18 years of age on whose behalf I am signing), or which in the course of my (or said minor's) participation in this activity I (or said minor) may have caused to spectators or other third parties, whether negligent or not.

I provide Sail School Bahamas Ltd. with my full permission to treat, or arrange treatment for, any and all illness, injury, emergency, or accident. Should emergency, or any other, medical service(s) become necessary, all medical and associated expenses are the sole responsibility of the participant (or parent or guardian in the case of a minor) and not that of Sail School Bahamas Ltd., its directors, officers, members, owners, employees, agents, and contractors. Personal Travel and Medical insurance is strongly advised for all participants. Sail School Bahamas Ltd. has made no effort to determine, and accepts no responsibility for, medical, mental, emotional, physical or other qualifications or the suitability of this participant, or other participants, for the activities. The participant, or in the case of a minor participant the parent or guardian, accepts full responsibility for determining the participants medical, physical or other qualifications or suitability for participating in all aquatic based activities in a sailing adventure program.

Sail School Bahamas Ltd. always reserves the ultimate right, at any time, to accept, deny or terminate participation to and by any person. I hereby agree to follow all rules, regulations, and the instructions of Sail School Bahamas Ltd., its directors, officers, members, owners, employees, or agents while on this trip. I also certify that I, or any minor on whose behalf I am signing, is physically, mentally and emotionally capable of participating in these activities. I hereby represent that I have informed Sail School Bahamas Ltd. of any pertinent medical conditions that may affect my, or the undernoted minor's, participation in this sailing adventure program. I hereby agree that Sail School Bahamas Ltd. may use film, voice, or photographic records of this sailing adventure trip for its promotional and/or commercial purposes.

Any dispute arising out of or relating to this agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect by three arbitrators, of whom each party shall appoint one – excepting where any financial amount in dispute is less than \$250,000 in which case one arbitrator shall be deemed adequate and shall be appointed by Sail School Bahamas Ltd. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, or any other applicable law and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be in the country of Belize. The arbitration shall be conducted in the English language. The costs of the arbitration shall be borne by the participant (or the person(s) claiming by or through the participant). The arbitral panel shall have no authority to award damages against Sail School Bahamas Ltd., its directors, officers, members, employees, or agents, in an amount that exceeds the participant's registration fee.

Notwithstanding any other provision in this agreement, the maximum extent of liability of Sail School Bahamas Ltd. shall not exceed the registration fee paid by or on behalf of the participant.

This agreement shall be construed in accordance with the laws of the State of Florida, United States of America, without regard to its conflict of laws provisions.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN TAKING PART IN THIS PROGRAM AND ALL ASSOCIATED ACTIVITIES. I UNDERSTAND THAT ON BEHALF OF MYSELF AND MY HEIRS AND ANY OTHER PERSON WHO MAY CLAIM BY OR THROUGH ME, I AM RELEASING SAIL SCHOOL BAHAMAS LTD., ITS DIRECTORS, OFFICERS, MEMBERS, OWNERS, EMPLOYEES, AGENTS, AND CONTRACTORS FROM ANY AND ALL POSSIBLE CLAIMS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN THE UNDERSIGNED AND SAIL SCHOOL BAHAMAS LTD., THEIR OWNERS, OFFICERS, AGENTS, AND EMPLOYEES AND THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY EXCEPT BY WRITTEN AGREEMENT AND DATED IN GREEN INK BY THE CHIEF EXECUTIVE OFFICER OF SAIL SCHOOL BAHAMS LTD. AND WITNESSED BY TWO OTHERS, OVER THE AGE OF TWENTY-ONE, WHO ACKNOWLEDGE THAT THEY SAW SAID OFFICER SIGN SUCH AMENDMENT BY DATING AND SIGNING THE AMENDMENT IN BLUE INK. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL THE PROVISIONS IN THIS REALEASE AND MY AGREEMENT TO BE BOUND BY THEM.

PLEASE NOTE:

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ALL PARTICIPANTS MUST FILL OUT THIS ENTIRE FORM. All participants under the age of 18 years must have the form signed by the minor's parent or guardian prior to participating in this sailing adventure program. Minors under the age of 14 years are not eligible to take part in Sail School Bahamas Ltd. sailing adventure programs.

Any reference to the term "I", "me", "my", "mine" or other like terms shall be deemed, in the case of a minor, to refer to the minor but shall be binding on the parent/guardian equally, as if the minor were an adult and were executing this document on its own behalf.

Notwithstanding anything to the contrary herein, any limitation of liability provision or indemnification provision included herein shall be construed to provide the maximum protection permitted by law to Sail School Bahamas Ltd. and no more than the maximum protection. Any provision hereof that purports to provide protection to Sail School Bahamas Ltd. in excess of the maximum permitted protection shall be construed to provide only that protection that is permitted by law and shall be construed to impose only such protection as will pass the scrutiny of the jurisdiction to which this agreement applies. To the extent that such jurisdiction requires an express exclusion of protection or indemnification for Sail School Bahamas Ltd., this agreement shall be deemed to exclude such protection or indemnification.

If you have any questions about minors participating or queries regarding this form, please e-mail us using: info-team@sailschoolbahamas.com.

Signatures

PLEASE PRINT CLEARLY - Thank You!

Participants Name \_\_\_\_\_  
Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Country \_\_\_\_\_ Zip \_\_\_\_\_  
Date of Sailing adventure program (if known) \_\_\_\_\_  
Troop Number and Name \_\_\_\_\_  
Are you over 18? Yes / No (please circle)

Date of Birth of Youth \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parents and /or Guardians As a parent or legal guardian of a participant under 18 years of age, I have read this Release of Liability and Assumption of Risk Agreement fully, I understand it and voluntarily agree that the undernoted minor may participate in this sailing adventure program. Having full authority to do so, I sign this release on behalf of the minor and the minor's parents and/or legal guardians.

Signature: \_\_\_\_\_  
Relationship to Participant: \_\_\_\_\_  
Date \_\_\_\_\_