

## Washington Yacht Club (“WYC”)

This is a **BINDING CONTRACT** that modifies your legal rights – **READ CAREFULLY BEFORE SIGNING!**

### **Participant’s ACKNOWLEDGEMENT OF RISK, WAIVER AND RELEASE OF LIABILITY, and CONSENT TO TREATMENT**

#### **ACKNOWLEDGMENT OF RISK**

I, \_\_\_\_\_ have chosen to accept membership in WYC on \_\_\_\_\_ (date).

I hereby acknowledge that **SAILING IS A HIGH-RISK RECREATIONAL ACTIVITY**; that sailing, boating, other waterfront activities, volunteer work, instruction, vessel maintenance and all other WYC related activities and locations where I may choose to participate as a member (“**Activities**”) involve the possibility of both **MINOR AND SEVERE PHYSICAL INJURY**, including **PARALYSIS AND DEATH**, among other inherent risks, dangers and hazards (“**Risks**”); such **Risks** are a common, ordinary and foreseeable part of the **Activities** which I may choose to participate in as a member; and **BY CHOOSING TO PARTICIPATE, I KNOWINGLY AND VOLUNTARILY ASSUME THESE RISKS.**

By my initials below I certify that I HAVE READ THE ABOVE PARAGRAPH and agree to be bound by its conditions:

\_\_\_\_\_ date: \_\_\_\_\_

I agree that as a member of WYC **MY PARTICIPATION IS VOLUNTARY AND AT MY OWN RISK**; with full understanding and appreciation of the **Risks** involved, I agree that **I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY AND FOR ALL DAMAGES** arising from my participation as a club member, in club related activities, or using club vessels, facilities or equipment; I understand and accept that **I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES**, even if I follow all advice and instructions given by WYC directors, chiefs, officers, instructors, employees, volunteers or other agents (“**the Club**”); that training, coaching, instruction, supervision, and enforcement of club rules by **the Club** does not and cannot guarantee my personal safety; that I may freely choose not to participate in any activity which I subjectively believe to be unsafe; and that **BY CHOOSING TO PARTICIPATE I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS.**

By my initials below I certify that I HAVE READ THE ABOVE PARAGRAPH and agree to be bound by its conditions:

\_\_\_\_\_ date: \_\_\_\_\_

I represent that I am physically fit and capable of performing all club **Activities** I choose to participate in. I know of no medical or health reason why I should not participate in any club **Activities** as a WYC member. I agree that I will personally and subjectively evaluate each club **Activity** before participating to determine whether it is safe and suitable for me. If at any time I feel I cannot or should not participate, or continue my participation, I will discontinue my participation immediately. I will immediately notify WYC of any health problem or medical condition that could affect my ability to participate safely in any **Activities**.

By my initials below I certify that I HAVE READ THE ABOVE PARAGRAPH and agree to be bound by its conditions:

\_\_\_\_\_ date: \_\_\_\_\_

#### **WAIVER AND RELEASE OF LIABILITY**

In partial consideration for WYC acceptance of my application for membership, and in exchange for participation in the **Activities** provided by the club, and the use of club facilities or equipment, I, \_\_\_\_\_ agree to the following provisions:

1. I unconditionally **WAIVE AND RELEASE ALL CLAIMS, AND AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY WYC FROM ANY CLAIM** for injury, damages or losses arising from my participation in any club **Activities, INCLUDING THOSE RESULTING FROM NEGLIGENCE**, against WYC, its directors, officers, employees, volunteers, members and/or agents acting in the course and within the scope of their WYC-imposed duties;

By my initials I certify that I HAVE READ THE ABOVE PARAGRAPHS and agree to be bound by their conditions:

\_\_\_\_\_ date: \_\_\_\_\_

2. I hereby unconditionally **RELIEVE WYC OF ALL DUTY TO PROTECT ME FROM HARM** in connection with any **Activities** in which I participate;

By my initials I certify that I HAVE READ THE ABOVE PARAGRAPH and agree to be bound by its conditions:

\_\_\_\_\_ date: \_\_\_\_\_

3. I agree that at all times I will abide by all applicable WYC, University of Washington, Local, State and Federal laws, rules and regulations governing my actions while a participant in club **Activities**; if I should choose not to comply with any such laws, rules or regulations **I ACCEPT FULL RESPONSIBILITY FOR ALL DAMAGES OR OTHER CONSEQUENCES** arising from my non-compliance, and **I AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY WYC** from any claim, legal action, or enforcement that may arise from my non-compliance;

By my initials I certify that I HAVE READ THE ABOVE PARAGRAPH and agree to be bound by its conditions:

\_\_\_\_\_ date: \_\_\_\_\_

4. I agree that this **CONTRACT** shall be construed in accordance with, and governed by, the laws of the State of Washington, without reference to principles governing choice or conflicts of laws; I agree that any lawsuit against WYC must be filed and maintained in state courts sitting in King County, Washington State, or in federal courts sitting in the Western District of Washington State; and I consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts. If any portion of this **CONTRACT** is held to be void or unenforceable, I agree that the remaining terms shall remain in full force and effect.

By my initials I certify that I HAVE READ THE ABOVE PARAGRAPH and agree to be bound by its conditions:

\_\_\_\_\_ date: \_\_\_\_\_

### **CONSENT TO TREATMENT**

Should I require emergency medical treatment as a result of accident or illness arising during my participation in club **Activities**, I consent to such treatment. I acknowledge that WYC as a volunteer-run public charity with limited resources does not provide health or accident insurance for members or participants during sailing or other club **Activities** and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment provided. I will notify WYC in writing if I have or if I develop a medical condition or health problem about which emergency medical personnel should be informed.

By my initials I certify that I HAVE READ THE ABOVE PARAGRAPH and agree to be bound by its conditions:

\_\_\_\_\_ date: \_\_\_\_\_

I HAVE READ AND UNDERSTAND THE ABOVE ACKNOWLEDGEMENT OF RISK,  
RELEASE AND WAIVER OF LIABILITY, AND CONSENT TO TREATMENT;

I ACKNOWLEDGE THAT **THIS IS A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT** THAT MODIFIES MY LEGAL RIGHTS;

BY MY SIGNATURE BELOW I **FREELY AND KNOWINGLY AGREE TO THESE TERMS**:

\_\_\_\_\_  
Participant's Signature

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

\_\_\_\_\_  
Participant's Printed Name

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