

Carlyle Sailing Association

Eldon Hazlet State Park, 20960 Hazlet Park Road, Carlyle, IL 62231

GENERAL RELEASE & WAIVER OF LIABILITY

Event: _____ **Date:** _____

For and in consideration of the permission to utilize the premises, facilities and equipment of the Carlyle Sailing Association (CSA) and to participate in any activities organized by or associated with the CSA, the undersigned participant(s) (the "Participant"), and if such Participant is a minor, the Participant's parent or legal guardian, and their respective heirs, executors, administrators, personal representatives and next of kin (collectively the, "Releasers"), do hereby agree and consent to the following:

1. Release. The Participant(s) do hereby RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE the CSA, its affiliates, and their respective directors, officers, employees, volunteers, agents, representatives, successors and assigns (collectively, the "Released Parties"), from any and all claims, demands, damages, judgments, executions, or causes of action, present or future, known or unknown, which a Participant(s) may have, or claim to have, against any Released Party resulting from death, disease, personal injury, property damage or other loss a Participant(s) may sustain, in any way arising out of or in connection with the Participant's use of any of the CSA's premises, facilities or equipment, or the property of any of the Released Parties (collectively, the "Property"), or the Participant's participation in any activities organized by or associated with the Released Parties whether land based activities or Sailing Activities howsoever caused, including, without limitation, THE NEGLIGENCE OF THE RELEASED PARTIES. All personal property kept, placed or left on or about the premises of the CSA or used in connection with the Sailing Activities shall be at the sole risk of the Participant(s) and the Released Parties shall have no responsibility for such loss, theft, or damage to any such personal property.

2. Assumption of Risks. The Participant(s) do hereby acknowledge and agree that (a) the USE OF THE PROPERTY AND PARTICIPATION IN THE SAILING ACTIVITIES INVOLVE THE RISK AND DANGER OF PROPERTY DAMAGE AND/OR MORTAL OR SERIOUS BODILY INJURY; (b) such risks may be caused by the actions or inactions of the Participant, the actions or inactions of others participating in the Sailing Activities, the conditions in which the Sailing Activities take place, the condition of the Property, or the negligence of the Released Parties; and (c) there may be other risks not readily foreseeable at this time. The participants further acknowledge The Racing Rules of sailing, including Rule 4, Decision to Race. THE RELEASORS FULLY ACCEPT AND ASSUME ALL SUCH RISKS and all responsibility for any losses, costs and damages incurred by the Participant(s) because of his/her use of the property and participation in the Sailing Activities. I also acknowledge the inherent risk of exposure to Coronavirus which results in Covid 19 and the risk of exposure to other unknown virus' in and at and on Carlyle Sailing Association property where direct or indirect contact with members and non-members may occur during sailboat regattas, rentals and other events and I voluntarily assume the risk of such exposure and by assuming that risk agree that I will not hold Carlyle Sailing Association, its members, volunteers, employees, agents or directors liable for any injury or illness or resulting harm caused by such exposure even if I think it was caused by their negligence.

3. Damages and Rules. The Participant(s) shall be responsible for all loss or damage caused by Participant's intentional, negligent, or careless use of the Property or his vessel including his or her failure to abide by all rules and instructions of the CSA or its representatives or agents relating to participation in the Sailing Activities or a breach of The Racing Rules of Sailing or rules for the avoidance of a collision.

4. Interpretation. THIS RELEASE IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY (INCLUDING LIABILITY THAT ARISES OUT OF NEGLIGENCE ON THE PART OF ANY RELEASED PARTY) TO THE GREATEST EXTENT ALLOWED BY LAW. The Releasers agree that this Release and Waiver shall be governed and construed in accordance with the law of the State of Illinois. If any portion of this Release is held to be invalid, the remaining provisions shall continue in full force and effect.

I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE KNOWINGLY AND VOLUNTARILY GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS TERMS. I AM AT LEAST 18 YEARS OLD AND AUTHORIZED TO EXECUTE THIS RELEASE ON BEHALF OF THE PARTICIPANT AND THE RELEASOR

Participant's Name(s) Print

Participant Crew Name(s) Print

Participant's signature

Date

Participant Crew signature(s)

Date

Parent/Guardian's Signature (if applicable)

Emergency Contact Number for parent

IF UNDER 18 YEARS OF AGE -- PARENT OR GUARDIAN

By signing above, I represent and warrant that I am the parent and/or legal guardian of Participant and I agree, on behalf of the Participant, to all terms in the above General Release and Waiver of Liability. I further guarantee the potential financial obligations set forth in Section 3.

Carlyle Sailing Association

Eldon Hazlet State Park, 20960 Hazlet Park Road, Carlyle, IL 62231

MARINE LIABILITY INSURANCE INFORMATION

Every participant must provide proof of vessel liability insurance coverage of at least \$100,000 when their vessel is used in an activity at CSA by providing the information requested below and by presenting a copy of the declarations page or certificate of their marine insurance policy upon their arrival at CSA. A Homeowners policy will not be accepted unless the policy clearly names the boat to be sailed as covered by the policy or a certificate of insurance on that policy lists the boat. The documents presented will be reviewed and verified by registration officials.

I submit the following information as proof that my boat is currently insured for at least \$100,000 liability:

Insurance carrier: _____ Policy number: _____

Boat Model: _____

If the boat being sailed is a CSA rental boat, please check here. _____ Such boats are covered under CSA's insurance policy, so the insurance information above is not required.

Signature, boat owner/permitted user: _____ Date: _____

Verified by: _____ (initials of registration official)