



WAIVER AND RELEASE OF LIABILITY for West Michigan SAIL (WMS) Events

For and in consideration of the undersigned's participation in any Event ("Event" or "Events"), offered by WMS (the "Organization") I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

1. Events, includes but is not limited to sailing courses, cruises, pleasure usage, practice or other special events offered by WMS, and any other activity that includes the use of any watercraft (sailboats, dinghy's) or trailers used for transport.
2. RULES AND REGULATIONS: I hereby agree to abide by the rules, regulations, and policies of the Organization, including all COVID-19 related safety measures required by the Organization, the city, the county or township, or the State of Michigan.
3. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing and attendance at an Event, and that participation in any Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and communicable disease, trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). **Special note regarding COVID-19 and other communicable diseases. Risks under this Agreement include the potential for exposure to communicable diseases such as COVID-19, an extremely contagious virus that spreads from person-to-person contact. The Organization has taken preventative measures to reduce the spread of COVID-19; however, attending or participating in an Event could increase your risk of contracting COVID-19 which may result in personal injury, illness, permanent disability, and death.**
4. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Events. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any Event.
5. RELEASE: In consideration of my participation in any Event, I hereby release from liability and waive any claims against the Organization, the city, the county or township, or the State of Michigan, of the Event, its licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers, directors, employees, volunteers, and contractors of them (the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.
6. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, AND WAIVER FROM LIABILITY.

By signing below, I hereby accept and agree to the terms and conditions of this Agreement in connection with my participation in any Event.

If you wish to submit a hard copy of this Waiver, Release, and Assumption of Risk instead, please print, and mail a signed copy to scheduling@wmsail.com.

By signing below, I as the participant, hereby accept and agree to the terms and conditions of this Agreement in connection with my participation in any Event.

By initialing the box to the left, I agree that WMS and/or USSAIL may use a photograph taken of me and/or of my group for use in social media.

Participant Signature: _____ Witnessed by: _____

Printed Name: _____ Date: _____

This form must be signed and provided to WMS before any Event takes place. This form is effective for 120 days from the signed date and will expire December of the year it is signed. Any updated or revised form will void any existing forms and require all participants to complete and sign the revised form.