



## Adult Learn to Sail Clinic Registration

The Free Learn to Sail Clinic at Carrie Gaulbert Cox Park is sponsored by the River Cities Community Sailing Program and the Louisville Metro Parks Department in conjunction with the Cruising Club of Louisville.

Name \_\_\_\_\_  
Print First, Middle Initial and Last Name

Address \_\_\_\_\_ Apt. # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Bus. Phone \_\_\_\_\_ Male \_\_\_ Female

E-mail address \_\_\_\_\_

How did you hear about the Sailing Clinic? \_\_\_\_\_

Have you ever sailed? Yes \_\_\_ No \_\_\_ If so, what type boat? \_\_\_\_\_

Are you interested in learning to sail? \_\_\_\_\_



## **Adult Clinic Consent and Waiver of Liability Agreement**

I, \_\_\_\_\_, the undersigned request that I be allowed to participate in River Cities Community Sailing Program's (RCCSP's) adult Learn to Sail Clinic. I understand that this agreement shall remain in effect until the conclusion of the activity or the River Cities Community Sailing Program receives written notice of the cancellation of the consent.

In being allowed to take part in the activities and to use the facilities and property of River Cities Community Sailing Program I make the following promises and warrant the truth of the following:

1. I am familiar with the Learn to Sail Clinic and understand that officers and volunteers of River Cities Community Sailing Program are available to discuss the activities if I should wish additional information.
2. **WAIVER OF LIABILITY:** I waive and release any right I, my heirs, distributees, guardians, legal representatives and assigns may have or acquire to make a claim against, sue, attach the property of or prosecute the River Cities Community Sailing Program or any of its members, officers, board members, instructors, staff members, volunteers and affiliated organizations (herein referred to as "the releasees") for monetary damages caused by the injury to myself or damage to the property of myself arising from my participation in the activity and use of the facilities and property of River Cities Community Sailing Program, whether or not the injury or damage results from the negligence or other action, except intentional acts, of any of the releasees.
3. **ASSUMPTION OF RISK:** I am aware that the activities may involve maneuvering a sailboat on deep waters in potentially hazardous conditions which may include, among other things, strong winds and high waves, sudden and unexpected immersion in deep waters and collision with other watercraft or stationary objects such as docks, pilings and buoys. With knowledge of the dangers involved, I voluntarily ask that I be allowed to take part in the activities. I ACCEPT ANY AND ALL RISKS TO MY INJURY, DEATH, AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF RIVER CITIES COMMUNITY SAILING PROGRAM, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES.

- 4. INDEMNITY AGREEMENT: I agree to indemnify and hold the releasees harmless from any loss, liability, damage or cost, including reasonable attorneys fees, that may incur due to my participation in the activities and use of the property and facilities of RCCSP, whether or not such loss, liability, damage or cost results from negligence or other action, except intentional acts, of any of the releasees.
- 5. MODEL RELEASE: I agree to allow the River Cities Community Sailing Program to use any photographs, video tapes, motion pictures, audio recording or any other records of the activity and to do so without notice or compensation to myself.
- 6. SEVERABILITY: If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability of any other provision of this Agreement in that jurisdiction; or the validity or enforceability of that or any other provision of this Agreement in other jurisdictions.
- 7. JURISDICTION: This agreement shall be construed under the internal laws of the Commonwealth of Kentucky without regard to its choice of law and/or conflict of law provisions. The proper venue and original jurisdiction for all actions or proceedings arising out of or relating to this agreement shall be in the state or federal courts of Jefferson County, Kentucky, and the participant hereby waives any defense of venue and inconvenient forum for the purpose of maintaining any such action or proceeding.

This agreement constitutes the entire agreement between the participant and the RCCSP with respect to the matters herein and supersedes any previous understandings or agreements between the parties, whether oral or implied. It may not be amended or otherwise supplemented except by a written agreement between the participant and an authorized representative of RCCSP.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK AND AN AGREEMENT BY ME TO INDEMNIFY THE RELEASEES, AND I SIGN IT OF MY OWN FREE WILL.

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

Participant's Name (print): \_\_\_\_\_

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