



BLUEWATER CRUISING ASSOCIATION LIABILITY WAIVER FORM

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

I AM AWARE THAT SAILING, THE OPERATION OF SAILBOATS AND PARTICIPATING IN BOATING EVENTS INVOLVES THE RISK OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, EXPENSES, AND RELATED COSTS. INCLUDED IN THESE RISKS, IS NEGLIGENCE ON THE PART OF BLUEWATER CRUISING ASSOCIATION AND ON THE PART OF: BLUEWATER CRUISING ASSOCIATION'S DIRECTORS, OFFICERS, OFFICIALS, VOLUNTEERS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AND OTHER PARTICIPANTS AND THE OWNERS OF ANY BOAT UPON WHICH ANY RELATED ACTIVITIES MAY OCCUR (the "Others").

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, EXPENSES, AND RELATED COSTS, INCLUDING LOSS OF INCOME.

In consideration of the Bluewater Cruising Association accepting my application to participate in the _____ event located at _____ commencing on the _____ day of _____, 20__ (the "Activity"), I agree to:

1. waive any and all claims that I may now have or have in the future against the Bluewater Cruising Association or the Others;
2. forever release the Bluewater Cruising Association and the Others from any and all claims, actions, or demands, that I, my assignees, heirs, distributes, guardians, next of kin, spouse, or legal representative now have, of may have in the future, for injury, death, or property damage, expenses, and related costs, including loss of income, that I may suffer as a result of:
 - a. my participation in the Activity,
 - b. any cause whatsoever, including negligence or other activity, whether directly related to the Activity or not, and however caused by the Bluewater Cruising Association, or any of the Others;
 - c. breach of contract, or breach of any statutory duty of care;
 - d. the condition of the premises or the boat where the Activity occurs, whether or not I am then participating in the Activity;
3. hold harmless and indemnify the Bluewater Cruising Association and the Others from any and all liability for any damages to property, or personal property to any third party resulting from my participation in this Activity.

I HAVE CAREFULLY READ THIS DOCUMENT AND UNDERSTAND IT. I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN RIGHTS WHICH I MAY HAVE AGAINST THE BLUEWATER CRUISING ASSOCIATION AND OTHERS.

Signed this ___ day of _____, 201_

Signature of Applicant	Signature of Witness
_____ Please print name clearly	_____ Please print name clearly