



**State of Michigan, City of Detroit, Friends of Detroit Rowing, Detroit Community Sailing Center, Challenge the Wind Youth Sailing Program and Safe Harbor Marinas
Liability Waiver**

The undersigned individual (herein referred to as the "Participant"), has registered and paid to participate in a learn to sail program offered by the Detroit Community Sailing Center (also referred to as the "Program" or "activities") and will be allowed to participate in any and all activities associated with Detroit Community Sailing Center. This agreement shall remain in effect until the Program receives written notice of cancellation of the consent or until the end of the activities described above. In return for the participant to take part in the activities and to use the facilities and property of the State of Michigan, City of Detroit, Friends of Detroit Rowing, Detroit Community Sailing Center, Challenge the Wind Youth Sailing Program and Safe Harbor Marinas, the participant agrees to:

1. **Capability:** The participant is in good health and is not aware of any reason why he/she would be incapable of participating in the activities. The participant will immediately notify the instructor of a change in health or other condition that would limit their ability to participate in the activities.
2. **Waiver of Liability:** The participant waives and releases any right the participant, participant's heirs, distributees, guardians, legal representatives and assigns the participant may have or acquire to make a claim against, sue, attach property or to prosecute the State of Michigan, City of Detroit, Friends of Detroit Rowing, Detroit Community Sailing Center, Challenge the Wind Youth Sailing Program and Safe Harbor Marinas or any of their directors, officers, agents, employees, and affiliated organizations (herein referred to as the "releasees") for monetary damages caused by injury or damage arising from participation in the activities and use of the facilities and property of the State of Michigan, City of Detroit, Friends of Detroit Rowing, Detroit Community Sailing Center, Challenge the Wind Youth Sailing Program and Safe Harbor Marinas, 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:** The participant is aware that the activities may involve maneuvering a boat or other watercraft on waters in conditions which may include, among other things, strong winds and high waves, sudden and unexpected immersion in deep waters and collisions with other watercraft or stationary objects such as docks, pilings and buoys. With knowledge of the dangers involved, the participant voluntarily takes part in the activities and accepts any and all risks of injury, death and property damage arising from participation in the activities and the use of the facilities and property of the State of Michigan, City of Detroit, Friends of Detroit Rowing, Detroit Community Sailing Center, Challenge the Wind Youth Sailing Program and Safe Harbor Marinas, whether or not caused by the negligence or other action, except intentional acts, of any of the releasees.
4. **Indemnity Agreement:** The participant agrees to indemnify and hold the releasees harmless from any loss, liability or damage or cost, including reasonable attorney's fees, they may incur due to the participant participation in the activities and use of the property and facilities of the State of Michigan, City of Detroit, Friends of Detroit Rowing, Detroit Community Sailing Center, Challenge the Wind Youth Sailing Program and Safe Harbor Marinas whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts, of any of the releasees.

I have carefully read this agreement and fully understand its contents.

Print Name of Participant

Participant's Signature

Date