**Lagoon 42 LLC, S/V Lynx**

**Liability Release and Express Assumption of Risk – Day Sail**

Please read carefully and fill in all blanks before signing. Please return signed release to our office.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Participant’s Name), DO HEREBY ACKNOWLEDGE that I am aware that during the trip in which I will be participating, certain risks and dangers may arise, including, but not limited to: the hazards of traveling on the open sea, falling overboard, storms, high winds, collision of vessels, shipwreck, the forces of nature, and accident or illness while aboard without means of rapid evacuation or medical facilities. I am also aware and clearly understand that the staff, volunteers, Lagoon 42 LLC and/or the companies and agents providing docking facilities, and/or any of their respective employees, officers, agents or assigns, (hereinafter referred to as "Released Parties''), will have no liability regarding provision of medical care or the adequacy of any care that may be rendered.

I understand and agree that said Released Parties may not be held liable or responsible in any way for any injury, death, emotional trauma or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this sailing experience or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this event, I hereby personally assume all risks in connection with said event, for any harm, injury or damage that may befall me while I am participating in this event, including all risks connected therewith, whether foreseen or unforeseen.

I further save and hold harmless said Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in this event.

I also understand that sailing is a physically strenuous activity and that I will be exerting myself during this sailing event, and that if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold the above listed individuals or companies responsible for the same.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

IT IS THE INTENTION OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Participant’s Name), BY THIS INSTRUMENT, TO EXEMPT AND RELEASE MY STAFF, VOLUNTEERS, LAGOON 42 LLC., AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

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| Signature of Participant | Date (Month/Day/Year) |
|  |  |
| Signature of Parent or Guardian | Date (Month/Day/Year) |