



Lake Belton Yacht Club

3244 Lake Park Road
Belton, TX 76513

<http://groups.yahoo.com/group/LakeBeltonYachtClub/>

LIABILITY RELEASE and INDEMNIFICATION AGREEMENT

The undersigned has enrolled in Sailing Lesson(s) offered by the Lake Belton Yacht Club (LBYC) at Franks Marina (the "Facilities") and does hereby agree and confirm as follows:

1. I fully recognize the risks of injury or illness inherent in participation in sailing and any fitness or athletic program, and I represent to US Sailing and the LBYC and that I am physically capable of participating in the Sailing Lesson(s).
2. I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damages, or wrongful death occurring to me and arising as a result of engaging in Sailing Lessons or any activities incidental thereto, wherever or however the same may occur and for whatever period said activities or instructions may continue. I, for myself, my heirs, executors, administrators and assigns, hereby release, waive, discharge and relinquish any action or causes of action aforesaid which may hereafter arise for me and for my estate, and agree that under no circumstances will I or my heirs, executors, administrators and assigns prosecute or present any claims for personal injury, property damages, or wrongful death against US Sailing and the LBYC, its officers, directors, agents, servants, and employees, from any and all liability of any kind or nature in connection with my participation in the Lesson(s), whether the same shall arise by the negligence of any said persons, or otherwise. **IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE US SAILING AND THE LBYC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGES, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.**
3. I further indemnify and hold harmless US Sailing and the LBYC, its officers, directors, agents, servants, and employees, from any and all claims, actions, demands, costs, liabilities, expenses or judgments whatsoever, including attorneys' fees and costs, which might arise from my participation in the Sailing Lesson(s).
4. I hereby voluntarily execute and deliver this Release and Indemnification to US Sailing and the LBYC to permit my participation in Sailing Lesson(s), and I hereby acknowledge that such participation is at my own risk and without any representations of any kind or character having been made by US Sailing and the LBYC, its officers, directors, agents, servants, employees, parent company and subsidiaries. I acknowledge that I have read the foregoing and I understand and agree with this release and indemnification of US Sailing and the LBYC.

I Agree:

Print Name/ or Guardian

Print Minor Name

Signature

Date