



Edgewood Yacht Club

BORROW-A-BOAT PROGRAM

THIS DOCUMENT IS INTENDED TO RELEASE AND DISCHARGE EACH OF THE EDGEWOOD PARTIES FROM ANY AND ALL LIABILITY, RESPONSIBILITY, AND OBLIGATION IN ANY WAY ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE EYC BORROW-A-BOAT PROGRAM (the "PROGRAM"), EVEN IF THAT LIABILITY, RESPONSIBILITY, OR OBLIGATION ARISES OUT OF NEGLIGENCE OR OTHER ACT, OMISSION, OR FAILURE OF, BY, OR ON THE PART OF ANY EDGEWOOD PARTY OR OUT OF ANY DEFECT IN ANY VESSEL OR OTHER EQUIPMENT.

By signing below, undersigned, on his or her own behalf and on behalf of all of his or her passengers, guests, and others aboard any vessel used by the undersigned in the Program, and all of their respective representatives, successors, heirs, and assigns (the undersigned and such other parties collectively, the "Participant Parties"), acknowledges and agrees as follows:

(a) that each of the Participant Parties is participating in the Program at his or her own risk, and that the Edgewood Parties take no responsibility whatsoever for any vessel or other equipment in the Program, including the condition of the vessel and other equipment, the appropriateness of the vessel and other equipment for its use or for the weather conditions in which it is used, and for the equipment that the vessel has or does not have;

(b) that by participating in the Program, the undersigned takes sole responsibility for the vessel an equipment used by the undersigned for the entire period of use and for all other Participant Parties;

(c) that the undersigned has inspected the vessel and other equipment to be used and had found it to be appropriate for its intended use, that the undersigned is experienced and capable in use of the vessel and other equipment in the weather conditions in which it is used, and the undersigned is not relying on any statement or representation of EYC or its representatives in deciding to use the vessel or other equipment;

(d) that boating is an activity that has an inherent risk of damage and injury to person and property associated with it, and that such damage and injury or the nature, scope, and extent thereof may not be known, foreseeable, or avoidable, and may arise from natural causes such as wind, rain and extreme weather conditions, may arise due to the actions of other boaters or sailors, may result from equipment failure or from defects in the condition of the marina from which activities take place and may also result from mistakes made by others;

(e) that neither EYC nor any of its employees, agents, representatives, members, volunteers, officials, officers, or governors (collectively the "Edgewood Parties") is or will be liable, responsible, or obligated for any claims, demands, suits, actions, costs, expenses, losses, injuries, disability, death, or damages to any of the Participant Parties, or to any other person, or for any claims, demands, suits, actions, costs, expenses, losses, or damages to any vessel or to any real or personal property, in each case in any way arising out of, relating to, or connected with the Program (the "Potential Claims"); and

(f) that the Participant Parties waive, and release and discharge all Edgewood Parties from, all Potential Claims and any rights of subrogation of any insurer of the Participant Parties on account of Potential Claims or any payment or other satisfaction thereof, and will indemnify and defend the Edgewood Parties and hold them harmless from all Potential Claims.

PARTICIPANT NAME: _____

PARTICIPANT SIGNATURE: _____

DATE: _____