

PERCY PRIEST YACHT CLUB SAILBOAT USE AND RELEASE AGREEMENT

In consideration of and as an inducement for being allowed to use the Club Boats owned by Percy Priest Yacht Club ("PPYC") the undersigned acknowledges, appreciates, and agrees that:

1. I am a current member of PPYC in good standing with my full dues and Club Boat Program Participation Fee paid up to date;
2. I agree to be checked out prior to the use of the Club Boats to make sure that I have the requisite skills and experience necessary to sail and power the boats in a safe and seamanlike manner;
3. I am fully aware that there are certain risks associated with the use of the Club Boats by me and any of my guests;
4. I knowingly and freely assume all risks, both known and unknown, and assume full responsibility for the use of the Club Boats by me and any of my guests;
5. If I observe any hazard or danger, such as, but not limited to, stormy or threatening weather, unusually high winds or lightning, during the use of the Club Boats by me or any of my guests, I will remove myself and any of my guests from the water, and, to the extent safe and not putting me or any of my guests in harm's way, return and properly dock the boat at Hamilton Creek Marina;
6. I agree to use the Club Boats, including its outboard engine and all of its standing and running rigging, with respect as though it were my own, and to report to an officer of the Board of Directors of PPYC any damage or repairs that need to be made for the Club Boats to be operational;
7. I agree to handle the Club Boats in a manner that is seamanlike and consistent with all laws, regulations and rules of nautical etiquette that govern boat handling and sailing;
8. When the use of one of the Club Boats by me and any of my guests is over, I agree to return and to properly dock the boat at Hamilton Creek Marina, and to leave the boat clean and picked up, with its running rigging and sails properly stowed, ready for use again by myself or another;
9. I have read and agree to comply with the Club Boat Program Guidelines; and,
10. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby FULLY RELEASE, ACQUIT, COVENANT TO HOLD HARMLESS, AND FOREVER DISCHARGE PPYC and any and all of its officers, directors, members, contractors, agents, affiliates, sponsors, successors and assigns, individually and collectively ("the Released"), from any and all actions, causes or right of action, suits, demands, damages, judgments, executions, and claims whatsoever, whether arising at law or in equity, on account of, or in any way growing out of, directly or indirectly, from all known and unknown personal injuries or property damage that I may now or hereafter have on account of the use of the boat by me or any of my guests.
I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Boat User's Signature:

Date:

Print Name: