

Sailing Singles of South Florida Waiver & Release

1. In consideration for receiving permission to participate in a Sailing Singles of South Florida event (hereinafter referred to as "event" or "events") by signing below, I, the participant, hereby release, waive, discharge and covenant not to sue Sailing Singles of South Florida, any of its organizers, promoters, authorized captains (as listed by name on each Sailing Singles of South Florida event page on Facebook.com and/or Meetup.com and/or the Club Directory, also known as the Pink Book, prior to each event), agents, servants, or volunteer assistants (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in such event, or while in the surrounding area or on any boats where the event is being conducted, or enroute to the event, from the moment prior to initial boarding onto any involved boat until the moment after final disembarkment.
2. I further hereby agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs, including mediation costs and fees, arbitration costs and fees, and court costs and attorney fees, that I may incur due to my participation in said event, whether caused by negligence of releasees or otherwise.
3. I am fully aware of the risks involved and hazards connected with the event, including but not limited to damages resulting from injuries from propellers, engines and motors, electrical generators, slip, trip and fall from ropes, lines, wet, moving and un-even surfaces, drowning, boat rafting, docking, launching and crashes, and I hereby elect to voluntarily participate in said event with full knowledge that said activity may be hazardous to me and my property. I agree to abide by all laws and will not engage in any unlawful activities or bring or possess any unlawful drugs of any kind. I release all rights to any photos taken at the event. I voluntarily assume full responsibility for any risk of loss, property damage or personal injury, including death, that I cause, or that may be sustained by me.
4. I understand that the Sailing Singles is an informal, non-profit club that meets solely for the purpose of sailing and social events and does not maintain any insurance policy other than Directors and Officers and Employment Practices covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio for any coverage I desire, including all-risk marine vessel insurance.
5. I agree that if a dispute arises out of or relates to this Waiver and Release, and if the dispute cannot be settled through negotiation within the club, the parties agree first to try in good faith to settle the dispute by mediation within Broward County, Florida, administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration within Broward County, Florida, administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
6. It is my express intent that this Waiver and Release shall bind the members of my family and spouse and if I own a boat, all guests and visitors on my boat, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named releasees. I hereby further agree that this Waiver and Release shall be construed in accordance with the laws of the State of Florida.
7. I acknowledge and represent that I have read this Waiver and Release, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Participant

Signature: _____ Date: _____

Printed Full Name: _____ Name of Boat: _____

Witness

Signature: _____ Printed Full Name: _____