

RELEASE FORM BajaSail.net

WAIVER AND RELEASE OF LIABILITY FOR BAJASAIL.NET RECREATION ACTIVITIES.

DISCLAIMER: BajaSail.net is NOT RESPONSIBLE for any injury or loss of property to any person suffered while participating in any activity such as sailing, swimming, kayaking, scuba diving, snorkeling, eco-hiking, horse-back riding, beech volley ball, any sport activity, traveling, playing, or participating in **BajaSail.net Recreation Activities** for any reason whatsoever, including ordinary negligence.

This **WAIVER** and **RELEASE OF LIABILITY** was executed this ____ day of _____, at _____ (your town) _____ (name of County) _____ (name of state/ province) by _____, (**Releasor**) in favor of **BajaSail.net and its Officers, Employees, Instructors, Staff, agents, operators, successors, and assigns** .

The **Releasor** wishes to participate in **BajaSail.net Recreation Activities**. In consideration for the privilege of participation in the program, the **Releasor** consents and agrees to the following:

1. **Releasor** certifies that he/she is physically capable of participating in BajaSail.net Recreation Activities and that he/she will take responsibility for physical fitness and capability to perform under normal conditions of BajaSail.net Recreation Activities. **Releasor** is encouraged to get his/her physician's opinion prior to participating in any BajaSail.net Recreation Activities. In the event of a medical emergency, the BajaSail.net or its representatives have my permission to take whatever measures they deem reasonable to render assistance and that I and /or my family will be financially responsible for any expenses involved.

2. **Releasor** realizes that participation in BajaSail.net Recreation Activities involves certain risks and danger and is a vigorous activity involving respiratory and cardiovascular stress. **Releasor** has hereby been made aware that participation in BajaSail.net Recreation Activities has the following non-exclusive list of certain risks which I accept: death; head, eye, neck, and spinal injury resulting in complete or partial paralysis; brain damage; heart attack; blisters; cuts; lacerations; abrasions; concussions; contusions; strains; sprains; dislocations; fractures; cold and heat injuries; water immersion; drowning; lightning strikes; injury to bones, joints, muscles, internal organs; and environmental conditions. In addition, I understand and accept the incidental risks of travel to and from the site of activity; participation at sites that may be remote from available medical assistance; and the possible reckless conduct of other participants.

3. Consequently, while understanding that the **BajaSail.net** has taken precautions to provide organization, supervision, and equipment for reasonable safety, **Releasor** assumes joint and personal responsibility for safety while participating in BajaSail.net Recreation Activities. Pursuant to that joint and personal responsibility, **Releasor** agrees to comply with the instructions and direction of representatives and staff members of BajaSail.net Recreation. **Releasor** understands that failure to abide by the instructions and rules may result in his/her termination from the activity. **Releasor** accepts personal responsibility to ensure that any equipment needed to participate in the BajaSail.net Recreation Activities and used by the **Releasor** is safe and functioning properly and to refrain from causing loss or damage to the property of the **BajaSail.net** and BajaSail.net Recreation. **Releasor** realizes that he/she is solely responsible for any personal equipment, supplies, or property he/she may choose to use during the duration of the activity.

4. **Releasor** further agrees to indemnify and hold harmless the **BajaSail.net** for any and all claims or actions as a result of engaging in, using **BajaSail.net** facilities and equipment, or receiving instruction for BajaSail.net Recreation Activities or any activities incidental thereto whatsoever, whenever, or however the same may occur.

5. **Releasor** acknowledges that photographs and digital images may be taken during participation. **Releasor** understands and agrees that the images may be published and used by the BajaSail.net .

6. **Releasor** is aware that if he/she uses a vehicle not operated by the **BajaSail.net** for transportation to, at, or leaving the activity site, the **BajaSail.net** is **NOT** responsible for any damage caused by or arising from **Releasor's** use of such vehicle. Furthermore, **Releasor** acknowledges that he/she is solely responsible for any action he/she takes outside the scope of those actions permitted by the **BajaSail.net** for purposes of the particular activity regardless if occurring before, during, or after the duration of the activity. **Releasor** agrees to follow BajaSail.net policies when operating a BajaSail.net owned equipment.

7. In consideration of participation in BajaSail.net Recreation Activities, **Releasor** hereby **RELEASES** and covenants not-to-sue **BAJASAIL.NET** for any and all present and future claims resulting from ordinary negligence on the part of the **BAJASAIL.NET** for property damage, personal injury, or wrongful death arising as a result of my engaging in, using **BajaSail.net** facilities and equipment, or receiving instruction for BajaSail.net Recreation Activities or activities thereto, wherever, whenever, or however the same may occur. **Releasor hereby voluntarily waives** any and all claims or actions resulting from ordinary negligence, both present and future, that may be made by **Releasor's family, estate, personal representative, heirs, or assigns.**

I have read and understand that this **WAIVER** is intended to be as broad and inclusive as permitted by the laws of the State in which **Releasor** files any action and agree that if any part is held invalid, the remaining parts of this **WAIVER AND RELEASE** will continue in full force and effect as intended. I further agree the venue for any legal proceeding shall be in the State of California.

I understand the rights that I am **waiving** and that I am freely signing this **WAIVER AND RELEASE**. I have read and fully understand that by signing this agreement I am giving up legal rights and remedies, which may be available to me for ordinary negligence of the **BajaSail.net** I further agree to follow and abide by the regulations and rules of the **BAJASAIL.NET** as they pertain to BajaSail.net Recreation Activities and to reimburse and make good to the **BAJASAIL.NET** any loss, damage, or cost the **BAJASAIL.NET** may have to pay as a result of my participation in the program.

RELEASOR (Signed)

RELEASOR (Printed)

Date _____

The following is for informational purposes only:

Emergency Contact _____ Contact Phone # _____
Contact Address, City & State _____

Releasor's Gender: M F Releasor's Age: 18 years of age or older (circle) Yes No

Travel / Accident Insurance
Name Of Insurance Co. _____ Policy # _____ From _____ To _____