

# Ocean Sailing Adventures, LLC Release and Indemnification Agreement

## Adventure Sailing & Passagemaking Training

Please read carefully! This is a release of liability and waiver of certain legal rights.

Arrival Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Expected Departure Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Captain: \_\_\_\_\_ Mate/Crew: \_\_\_\_\_

1. I wish to fully participate as working crew/passenger on a training charter passage being operated by Ocean Sailing Adventures, LLC, and I acknowledge that my participation in the training charter is completely voluntary.
2. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING, including, but not limited to equipment failure, perils of the sea, harm caused by other vessels, acts of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks.
3. I fully assume responsibility for my own safety (including, without limitation, following all directions of the boat's captain and mate/crew) while participating in the training charter, and verify that I am physically able to participate.
4. I fully understand that the involved boat has limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.
5. I understand that Ocean Sailing Adventures, LLC has made it clear that Captain is trained in Basic First Aid and medical knowledge is limited. Ocean Sailing Adventures will maintain, at a minimum, a proper basic/offshore medical kit that meets Basic First Aid training. In the event I show signs of distress or call for aid I would like assistance and will not hold any person or entity responsible for their actions in attempting the performance or rescue or first aid.
6. Having read this wavier, I agree to RELEASE from LIABILITY and HOLD HARMLESS Ocean Sailing Adventures, LLC, along with its respective officers, directors, employees, owners, members, managers, affiliates, agents, representatives, attorneys, heirs, personal representatives, successors and assigns, all individuals associated with the training charter, and all individuals and entities having an interest in the boat being used for the training charter, from any and all liability, claims, demands, equitable relief, damages, costs, expenses, and causes of action of any kind or character, of any type or nature whatsoever (including negligence), arising out of the training charter.
7. I authorize Ocean Sailing Adventures, LLC to use any photographs, personal narrative, interviews, or audio and video recording of my participation in the training charter for any and all marketing purposes.
8. I, the Participant(s), have carefully read and understand this Agreement and all of its terms. I understand that I am assuming risks. I understand that this is a release and I am giving up substantial rights. I enter into this Agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns and representatives.

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_