



WAIVER, RELEASE AND ASSUMPTION OF RISK

Out on the Water Sailing, Inc.

I understand there is an element of risk inherent in any form of boating and realize there is a chance of an accident occurring, which may result in bodily injury, death or property damage. I accept and assume all risk. By voluntarily participating in the activities being offered by Out on the Water Sailing, Inc., I accept and assume all risk.

In consideration of being permitted to participate in the activities being offered by Out on the Water Sailing, Inc., I, being of lawful age, on behalf of myself, my personal representatives, heirs, executors, and administrators release, waive any claim against, discharge and covenant not to sue Out on the Water Sailing, Inc., Philip Tobias Stull, Chris Bartick, or their employees, servants, agents or any owner of any boat used by Out on the Water Sailing, Inc., or their representatives, accessors, assigns, heirs, personal representatives, administrators and executors (hereinafter collectively referred to as "releasees") and agree not to hold any of the above named releasees liable for any claim including but without limitation, any claim for bodily or personal injuries, known or unknown, death or property damage resulting or arising from an accident or event which may occur while I am on, or boarding, or disembarking from any boat or facility used by the above described releasees or as a result of my participation in activities conducted by the releasees except due to the releasees' gross negligence or willful misconduct.

I assume full responsibility for and risk of bodily injury, death or property damage except due to the releasees' gross negligence or willful misconduct while I am participating in activities conducted by the releasees or while I am present on their premises or any vessel utilized in any Out on the Water Sailing, Inc. offering. I expressly agree that this waiver, release, and assumption of risk is intended to be as broad and inclusive as permitted by applicable law and that if any portion of this agreement is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect. This waiver, release and assumption of risk shall be governed by and construed in accordance with New York law. I agree that any action, suit or proceeding arising out of or relating to this release may be brought in any Federal or State court of competent jurisdiction sitting in New York County, and I voluntarily submit to personal jurisdiction in the State of New York.

I acknowledge that Out on the Water Sailing, Inc. cannot be responsible for wind and weather conditions or incompatibility of crew members.

I further release all of the releasees from any claim whatsoever on account of first aid, treatment or services rendered to me by them.

Signed: _____

Printed: _____

Date: _____

Address: _____

Email: _____

Optional **PHOTO RELEASE**

I do hereby irrevocably consent to and authorize the use and reproduction by Out on the Water Sailing, Inc., or anyone authorized by Out on the Water Sailing, Inc., of any and all photographs taken of me while participating in an Out on the Water Sailing course, charter or other program, in all forms and media, including electronic media, to promote the programs of Out on the Water Sailing or participation in sailing without further consideration.

Client and all parties enrolled by Client acknowledge that each has read and accepts the Terms and Conditions and the Assumption of Risk Waiver stated in this document.

Signed: _____