

PARTICIPANT'S RELEASE OF DAMAGES & WAIVER OF LIABILITY

During 2017, in consideration of participating in or volunteering for the Sailing Angels Foundation, Inc. program, including the use of any and all volunteer boats, particularly the sailing vessels "Blue Marlin III", and others, sailing on Galveston Bay, and the facilities of Portofino Harbour Dockominium Marina, the undersigned acknowledges and agrees as follows:

1. **AUTHORITY:** I am the parent or legal guardian of _____, (if applicable) a minor child (hereinafter referred to as "Participant"), and I am authorized to execute this Release and Waiver on behalf of said Participant.

2. **ASSUMPTION OF RISK:** I acknowledge that sailing is a participation sport. I know the risks and dangers to myself, to the Participant and/or our property, both from known and unknown anticipated risks, while in, upon or utilizing the equipment and Facilities of the Sailing Angels Foundation, Inc. or while participating in or assisting in any event connected therewith. I hereby assume any and all risk of loss, damage or injury (including death) to myself, the Participant and/or our property from any cause whatsoever, regardless of whether such loss, damage or injury results from the negligent or deliberate act of another person, volunteer or participant.

3. **RELEASE AND WAIVER OF LIABILITY:** On behalf of myself, the Participant and our heirs, next of kin, personal representatives and assigns, I hereby release, waive, discharge, and covenant not to sue the Sailing Angels Foundation, Inc., the owners and operators of the Facilities, and their respective officers, directors, employees, agents, volunteers, heirs and assigns for any and all liability, loss, claims, demands, possible causes of action, court costs, attorney fees and other expenses arising from any lawsuit that may otherwise accrue from any loss, damage or injury (including death) to myself, the Participant or our property in any way resulting from, or arising in connection with, or related to, the program or services provided by the Sailing Angels Foundation, Inc., from any cause whatsoever including, without limitation, the failure of anyone to enforce rules and regulations, failure to make inspections, or the negligence of other persons.

4. **INDEMNITY AGREEMENT:** I hereby agree to indemnify and to hold harmless the Sailing Angels Foundation, Inc., the owners and operators of the Facilities, and their respective officers, directors, employees, agents, volunteers, heirs and assigns from any and all loss, liability, damage or cost they may incur due to the presence of the undersigned and/or Participant in or upon Facilities, whether caused by the negligence of the released parties or otherwise.

5. **ADDITIONAL RELEASED PARTIES:** For purposes of this event, the following persons and/or premises are named as additional Released Parties, with all foregoing agreements, provisions and covenants applying thereto:

6. **PICTURE RELEASE:** I hereby consent to and authorize Sailing Angels Foundation, Inc. to use and/or reproduce any and all photographs, video footage, or other audio/visual materials recorded featuring participant and parent/guardian for promotional materials, educational activities, exhibitions or for any other benefit of the foundation and/or Daysail program. Please write No if you do not consent: _____

I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, RIGHTS TO SUE ON BEHALF OF PARTICIPANT AND/OR MYSELF. I DO SO FREELY AND VOLUNTARILY.

Date: _____

(Signature) Parent/Legal Guardian of Named Participant

(Printed)