



# LAGUNA WOODS YACHT CLUB

A California Nonprofit Public Benefit Corporation

## **HOLD HARMLESS, RELEASE & WAIVER OF LIABILITY AGREEMENT AND ARBITRATION AGREEMENT**

THIS Hold Harmless, Release & Waiver of Liability Agreement and Arbitration Agreement (the "Release Agreement") limits the liability of the Laguna Woods Yacht Club ("LWYC"), a California Nonprofit Benefit Corporation #3130822 (LWYC) and its directors, officers, skippers, members, volunteers, participants and assigns, (collectively referred to herein as "LWYC Releasees") and waives any claim you may have against any of the LWYC Releasees for injury or damage, except for claims caused solely by the gross negligence or willful misconduct of LWYC Releasees. It is also an agreement to arbitrate disputes. **Read this Release Agreement carefully before signing.**

The undersigned hereby requests permission to participate in activities involving the operation of and sailing aboard the 1986 Catalina 30 Sailing Vessel Hiatus (CF9851SM) as well as all other watercraft that may be owned by the LWYC, or that may be rented, chartered or used by the LWYC ("Vessels"), and in any and all other LWYC activities, including, without limitation, transportation to and from sailing and other LWYC activities, mast climbing, social and other events, meetings, parties, and swimming and other water or other activities (collectively referred to herein as the "Activities"), and the undersigned hereby represents warrants and agrees as follows:

1. I understand that my participation in the Activities and my use of the Vessels and any LWYC facilities, services, programs, equipment and premises includes an inherent risk of physical injury to me and other persons and damage to property, including, without limitation, death, damages, and loss,
2. I agree that my participation in the Activities and my use of the Vessels and any LWYC facilities, services, programs, equipment and premises are undertaken by me voluntarily at my sole risk, and I voluntarily agree to assume any and all such risk.
3. I am in able bodied physical condition and have no disabilities, diseases, illnesses, or other conditions that could prevent me from participating in the Activities or using the Vessels or any LWYC facilities, services, programs, equipment and premises without impairing or jeopardizing my health or safety or the health or safety of others.
4. I agree to disclose any special requirements or personal limitations to LWYC Releasees before using the Vessels or any LWYC facilities, services, programs, equipment and premises. I agree that the LWYC Releasees shall make the final decision regarding participation and I will abide by such decision.
5. I agree to wear a personal flotation device (PFD) or other safety devices when instructed by any LWYC Releasee in charge of Vessel operation or water activity participation.
6. I am aware that possible injuries from my participation in the Activities and my use of the Vessels and any LWYC facilities, services, programs, equipment and premises. include, without limitation, those caused by myself, by other persons, by LWYC Releasees, by equipment, personal property, apparel, and those of a slip and fall nature. I agree on behalf of myself and on behalf of my personal representatives, heirs and assigns, to assume full responsibility for all risks of bodily injury, death, or personal property damage due to my own actions or to any negligent act or omission of LWYC Releasees except if caused solely by the gross negligence or willful misconduct on the part of LWYC Releasees.
7. I agree that in the event of a medical or other emergency that I may suffer or experience while participating in the Activities or while using any Vessels or LWYC facilities, services, programs, equipment or premises, any of the LWYC Releasees may use any measures that the LWYC Releasee determines, in his or her sole discretion, may be appropriate in response to such medical or other

emergency, and that the waivers and releases in this Release Agreement shall apply to the use of such measures by any of the LWYC Releasees.

8. I, on behalf of myself and on behalf of my personal representatives, heirs and assigns, forever waive, release, discharge and agree to indemnify and hold absolutely harmless the LWYC Releasees from any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorney's fees) that I may suffer or incur that are in any way caused by, arise out of, result from or connected in any way with my participation in the Activities or my use of the Vessels or any LWYC facilities, services, programs, equipment and premises, including, without limitation, those caused by, arising out of, resulting from or in any way connected with any negligent act or omission of any of the LWYC Releasees, except those losses or damages caused solely by the gross negligence or willful misconduct of LWYC Releasees.

9. I have carefully read this Release Agreement and I fully understand it is a release of liability. Without in any way limiting the foregoing, I acknowledge and agree that I am waiving any right that I may have to bring legal action or to assert a claim against LWYC Releasees under any legal theory, except that I shall have the right to seek arbitration (as set forth below) for a claim caused solely by the gross negligence or willful misconduct of LWYC Releasees.

10. **AGREEMENT TO ARBITRATE ANY DISPUTES.** I agree that any and all controversies or claims arising out of this Release Agreement, my participation in the Activities, or my use of the Vessels or any LWYC facilities, services, programs, equipment and premises, shall be resolved in their finality by binding arbitration in the County of Orange in the State of California. I hereby waive my right to trial, including, without limitation, jury trial, in the courts of the State of California or any other jurisdiction. This Release Agreement and any claims that I may have pursuant to this Release Agreement, including, without limitation, any claims resulting from my participation in the Activities or my use of any of the Vessels or any LWYC facilities, services, programs, equipment and premises, shall be interpreted by and subject to the laws of the State of California.

11. I agree that the liability limitations in this Release Agreement are intended to be as broad and inclusive as permitted by the laws of the State of California. If any portion of this Release Agreement is ruled invalid or unenforceable for any reason, the remainder shall continue in full legal force and effect.

I HAVE READ AND VOLUNTARILY AGREE TO AND ACCEPT THE TERMS AND CONDITIONS OF THIS Release Agreement, which shall remain in effect for as long as I participate in any of the Activities or use any of the Vessels or any LWYC facilities, watercraft, services, programs, equipment or premises.. I further agree that to the extent that any oral representations have been made by the Releasees, that such representations are superseded by this Release Agreement. Any amendments to this Release Agreement must be in writing.

I HAVE READ THIS RELEASE AGREEMENT AND UNDERSTAND THAT IT LIMITS THE LIABILITY OF LWYC RELEASEES AND WAIVES ANY CLAIM FOR PERSONAL INJURY (INCLUDING, WITHOUT LIMITATION, DEATH) THAT I MAY SUSTAIN, AND/OR LOSS OF OR DAMAGE TO MY PROPERTY ARISING OUT OF MY PARTICIPATION IN ANY OF THE ACTIVITIES OR MY USE OF LWYC VESSELS, FACILITIES, WATERCRAFT, SERVICES, PROGRAM, EQUIPMENT OR PREMISES.

I acknowledge and agree that by clicking the box to accept this Release Agreement where indicated on the page to which this Release Agreement is linked, I will be entering into a valid and binding contract and I will be accepting and agreeing to be bound by the terms and conditions of this Release Agreement.