

In consideration of my being allowed to participate in sailing activities (the "**Activities**") at any time on property (the "**Property**") made available by the Sailing Club of Washington ("**SCOW**"), I the undersigned, for myself, my heirs and next of kin, representatives and assigns (collectively, the "**Releasing Parties**"), release, indemnify and forever discharge and covenant not to sue the SCOW, and its respective affiliates, owners, directors, officers, employees and agents and their respective successors and assigns (collectively, the "**SCOW Parties**"), of and from any and all causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, all consequential damages and attorneys' fees (regardless whether pursuant to the laws of any county, state or country) on account of, or in any way growing out of, any and all known and unknown injuries, death, and property damage arising, relating to or resulting, directly or indirectly, from the Activities at any time regardless of the cause and without regard to negligent conditions on or related to the Property or negligence (including without limitation gross negligence) on behalf of any SCOW Party (including all injuries, deaths, paralysis and conditions of health, whether or not immediately apparent following the Activities, or which may at any time thereafter develop in Me, collectively, "**Liabilities**").

I acknowledge and understand that (1) I am participating in the activities voluntarily, (2) the Activities may be dangerous and may result in serious bodily injury, paralysis and/or loss of life, and (3) by signing this Release and Indemnity Agreement, for myself and on behalf of the other Releasing Parties, I am specifically releasing, agreeing to indemnify, forever discharging and covenanting not to sue all SCOW Parties from all Liabilities which includes claims brought by me (whether directly or derivatively) or any Releasing Party regardless of the legal theory involved in such claims and including but not limited to negligent conditions on or related to the Property or negligence (including without limitation gross negligence) on behalf of any SCOW Party. **I HEREBY PERSONALLY ASSUME ALL RISKS IN CONNECTION WITH ALL ACTIVITIES IN WHICH I PARTICIPATE.**

I expressly agree that this Release and Indemnity Agreement is intended to be as broad and inclusive a release of liability as permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I hereby warrant and represent that I am 18 years old or older and that I have carefully read this agreement and agree to its terms and conditions and that before signing this agreement I had the chance to ask questions; and **I AM AWARE THAT BY SIGNING THIS RELEASE AND INDEMNITY AGREEMENT, I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT MINOR AND I OR ANY OTHER RELEASING PARTY MAY HAVE OR POSSESS AGAINST ANY SCOW PARTY.**