

# Sailing Club of Washington Membership Agreement and Perpetual Waiver

## FOR NEW APPLICANTS ONLY

Please complete your Profile online, including selecting 2 to 3 volunteer areas for this year, to finalize your Application: <http://scow.org/join>



**IMPORTANT NOTE: By checking the “I have READ and UNDERSTAND and ACCEPT the SCOW Membership Agreement and Perpetual Waiver found HERE” box in your SCOW Member Profile, you will be electronically signing this Agreement, confirming that you have read, understand, and accept the Terms and Conditions of SCOW Membership, which shall apply in perpetuity to your participation in SCOW Activities.**

## Terms and Conditions of SCOW Membership

**Perpetual Agreement, Waiver and Release:** In consideration for being allowed to participate in sailing or other activities (the “Activities”) conducted by the Sailing Club of Washington (“SCOW”) including, without limitation, sailing Activities on or with property (the “Property”) made available by SCOW or SCOW members, I, the undersigned, for myself, my heirs and next of kin, representatives and assigns (collectively, the “Releasing Parties”), fully, freely, voluntarily and forever discharge and covenant not to sue, and therefore **release and indemnify**, SCOW and its respective affiliates, owners, directors, officers, employees, members and agents and their respective successors and assigns (collectively, the “SCOW Parties”) **of and from any and all claims**, causes of action, 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 arising out of or relating to, directly or indirectly, any and all known and unknown **injuries, death, and property damage arising out of**, relating to, or resulting, directly or indirectly, from **the Activities regardless of the cause** and without regard to any and all conditions, known or unknown, then existing or which may develop, on or related to the Property or negligence (including, without limitation, gross negligence and dangerous or defective equipment owned, controlled or maintained by the SCOW Parties) by or 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 I may at any time thereafter develop, collectively, “Liabilities”).

I understand, acknowledge, and agree that **(1) I am participating in the Activities voluntarily, (2) the Activities may be or become dangerous** and may result in serious bodily injury, paralysis and/or loss of life to myself or others, **(3) I may be photographed or videographed** at SCOW events, that these images may appear in club-related materials in which I may be identified by name **and (4) by signing this Agreement, for myself and on behalf of the other Releasing Parties, I am releasing certain substantial rights and I agree with all the terms listed above.** I HEREBY PERSONALLY ASSUME ANY AND ALL RISKS in connection with any and all Activities in which I will participate.

**This agreement will commence on the date of my acceptance and will continue in perpetuity unless terminated in writing by me or by SCOW.**

I expressly acknowledge and agree that the release of liability contained in these Terms and Conditions of SCOW Membership (“Agreement”) is intended to be as broad and inclusive as permitted by applicable law and that if any portion hereof is held invalid by a court of competent jurisdiction, it is agreed that the balance of this Agreement shall continue in full legal force and effect. I hereby warrant and represent that **I am 18 years old or older**, that I have carefully read this Agreement, that before signing I was able to ask questions, and that I agree to its Terms and Conditions.

I will comply with SCOW’s bylaws and policies while participating in Activities. While aboard a SCOW vessel, I will obey the commands of the person in charge of the vessel.

Membership in SCOW is open only to persons eighteen years of age or older. I will only allow persons under eighteen (“Minors”) to participate in a SCOW activity if I am the parent or legal guardian of those Minors. I further agree that each such Minor is bound by the “Terms and Conditions of SCOW Membership” above. I recognize my responsibility to ensure that Minors participate only in those Activities appropriate for their ages and conditions and only when I am present, and I will personally supervise and monitor the Minors’ actions while they are participating.