

Percy Priest Yacht Club
O'Day Day Sailer Sailboat Use and Release Agreement

In consideration for being allowed to use the O'Day Day Sailer club sailboat (the "Boat") owned by Percy Priest Yacht Club, Inc. ("PPYC"), I acknowledge and agree that:

1. I am a current member of PPYC in good standing with my full dues paid up to date.
2. I have the requisite skills and experience necessary to sail the Boat in a safe and seamanlike manner.
3. I am fully aware that there are certain risks associated with the use of the Boat by me and any of my guests.
4. I knowingly and freely assume all risks, both known and unknown, and assume full responsibility for the use of the Boat by me and any of my guests.
5. If I observe any hazard or danger, such as, but not limited to, stormy or threatening weather, high winds or lightning, during the use of the Boat by me or any of my guests, I will remove myself and any of my guests from the water, and, to the extent safe and not putting me or any of my guests in harm's way, return and properly dock the Boat at Hamilton Creek Sailboat Marina.
6. I agree to use the Boat, including its standing and running rigging, sails and other equipment with respect as though it were my own, and to report to a member of the Board of Directors of PPYC, any damage or repairs that need to be made for the Boat to be operational.
7. I agree to handle the Boat in a manner that is seamanlike and consistent with all laws, regulations and rules of nautical etiquette that govern boat handling and sailing.
8. When the use of the Boat by me and any of my guests is over, I agree to return and to properly dock the Boat at Hamilton Creek Sailboat Marina, and to leave the Boat clean and picked up, with its running rigging and sails properly stowed, ready for use again by myself or another.
9. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby FULLY RELEASE, ACQUIT, COVENANT TO HOLD HARMLESS, AND FOREVER DISCHARGE PPYC and any and all of its officers, directors, members, contractors, agents, affiliates, sponsors, successors and assigns, individually and collectively, from any and all actions, causes or right of action, suits, demands, damages, judgments, executions, and claims whatsoever, whether arising at law or in equity, on account of, or in any way growing out of, directly or indirectly, from all known and unknown personal injuries or property damage that I may now or hereafter have on account of the use of the Boat by me or any of my guests.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, AND AGREE TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Name: _____

Signature: _____

Date: _____