
Participant Agreement, Release and Assumption of Risk

- 1) I wish to participate as a passenger on the recreational charter sailboat ride being operated by Gorge Sail Ventures, LLC, (“GSV”) and I acknowledge that my participation is completely voluntary. *Initials* _____
- 2) I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING AND SAILING, including, but not limited to: equipment malfunction or failure; becoming tangled in ropes; boarding or disembarking boats, activities on the docks; falling into water; water immersion including drowning; jolting or jarring resulting in contact with hard objects, potentially injurious; slipping, tripping or falling; burning associated with hot surfaces and sun; harm caused by other vessels; acts of fellow participants; errors in guide judgment or lapse in guide skill; mental or physical shock; getting trapped or caught beneath an overturned boat; or capsizing boat. *Initials* _____
- 3) I acknowledge and agree that I am choosing to participate despite the dangers and risks of doing so, and freely choose to accept the risks of participating. I recognize that property loss, physical or emotional injury, and death are all possible while participating. I expressly acknowledge and assume all risks, dangers, and consequences of participating, including but not limited to those risks, dangers, and consequences set forth in paragraph 2 above, that may result in physical or emotional injury, property damage, or death. *Initials* _____
- 4) I represent that I am physically and mentally capable of participating. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all crew instructions at all times while participating. I have been informed of and understand the expectations of me while participating. I understand that I am responsible for truthfully disclosing and notifying GSV staff of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I acknowledge that, in the event I choose to consume alcohol during my trip, I will bear sole responsibility for myself and for any damages I may cause to GSV, its property or to other guests. With all of the above in mind, I fully assume responsibility for my own safety (including, without limitation, following all directions of the boat's captain and crew) while participating, and verify that I am physically able to participate. *Initials* _____
- 5) I fully understand that the involved boat has limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions. I hereby: 1) authorize GSV to undertake any emergency medical care for me; 2) authorize GSV and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for me; 4) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and 5) shall hold GSV harmless from any claims associated with such medical care and/or related transportation. In the event

I show signs of distress or call for aid I would like assistance and will not hold any person or entity responsible for their actions in attempting the performance or rescue or first aid. *Initials* _____

6) In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate, and sign this document out of a desire to have the Participant be allowed to participate. I represent that I am a legal parent or guardian of the minor Participant. *Initials* _____

7) Having read this wavier, I agree to RELEASE from LIABILITY and HOLD HARMLESS GSV along with its respective officers, directors, employees, owners, members, managers, affiliates, agents, representatives, attorneys, heirs, personal representatives, successors and assigns, all individuals associated, and all individuals and entities having an interest in the boat, from any and all liability, claims, demands, equitable relief, damages, costs, expenses, and causes of action of any kind or character, of any type or nature whatsoever (including negligence), arising out of my participation. *Initials* _____

8) I agree that GSV may utilize my photograph, or video of me participating for any purpose, and that any such image is the property of GSV. *Initials* _____

9) I certify that I have read this document and agree with its contents. *Initials* _____

I HAVE CAREFULLY READ THE FOREGOING TWO PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.

Signature (parent or legal guardian if participant is a minor)

Date

Printed Full Name

If Signing on behalf of a minor, printed full name of minor participant:

Signature of minor, if 16 years of age or older, acknowledge paragraphs 1 – 4:
