

# **2010 RIVER HILLS YACHT CLUB – ALL RISKS AND LIABILITIES RELEASE AGREEMENT**

## **\*\* COVERS ALL 2010 YACHT CLUB EVENTS \*\***

The River Hills Yacht Club is a volunteer organization committed to facilitating socially themed events in the Lake Wylie, South Carolina area. The Club, including the Club's Board and its volunteers, do not carry any form of insurance and have no means to underwrite the risks of Club members and/or guests who participate in Club facilitated events. Therefore, this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Agreement") is intended to make clear that Club member(s) and/or guest(s) bear absolute, total and unequivocal responsibility for their actions and assume all risk and liability for attending Club events. Every member and/or guest, as a precondition to participating in any Club event, agrees to all aspects of this Agreement. Thank you for your understanding and patience while you completely familiarize yourself with this Agreement.

In consideration for being permitted to participate in any Club event(s), and for being permitted to enter onto the premises where the identified event is taking place, and for the promises contained herein, each of the undersigned, for himself/herself, his/her personal representatives, heirs, agents, and next of kin, **acknowledge(s), agree(s), warrant(s) and represent(s), that I/We:**

- A. HEREBY RELEASE(S), WAIVE(S), DISCHARGE(S), AND COVENENT(S) NOT TO SUE THE CLUB PROMOTERS, CLUB PARTICIPANTS, AND RIVER HILLS YACHT CLUB BOARD MEMBERS AND/OR YACHT CLUB COMMITTEE VOLUNTEERS ("RELEASEES") FROM ALL LIABILITY TO THE UNDERSIGNED, HIS/HER PERSONAL REPRESENTATIVES, HEIRS, AGENTS, AND NEXT OF KIN FOR ANY AND ALL LOSS, CLAIM, INJURY OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE UNDERSIGNED'S PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S) (THE COVERED "RISKS"), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;
- B. HEREBY AGREES TO ADVISE, IMMEDIATELY, A MEMBER OF THE RIVER HILLS YACHT CLUB BOARD IF AN UNSAFE CONDITION OR CIRCUMSTANCE IS BELIEVED TO EXIST;
- C. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, OR ANY OTHER RISKS, ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;
- D. HEREBY ACKNOWLEDGES THAT SOME ACTIVITIES OF THE EVENT ARE VERY DANGEROUS, AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE, OR OTHER RISKS (I.E. BOATING, CONSUMPTION OF ALCOHOL, PARTICIPATING IN WATER BASED EVENTS, ETC.). EACH OF THE UNDERSIGNED ALSO EXPRESSLY ACKNOWLEDGES THAT THE RISK OF INJURY MAY BE COMPOUNDED OR INCREASED BY THE CONSUMPTION OF ALCOHOL, AND AGREES TO ASSUME ALL INCREASED RISKS THEREBY.
- E. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY DAMAGE, CLAIM OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE I/WE/THEY MAY INCUR FROM PARTICIPATING IN ANY WAY IN THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; AND
- F. HEREBY AGREES THAT THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, AND IS INTENDED TO BE AS BROAD AN INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE WHERE THE EVENT IS/ARE CONDUCTED AND THAT IF ANY OF THIS AGREEMENT IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

**I/WE, THE UNDERSIGNED(S), HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND I/WE VOLUNTARILY AND WITH A COMPLETE UNDERSTANDING OF THIS AGREEMENT, AGREE I/WE ARE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING BELOW. MOREOVER, I/WE WARRANT THAT I/WE HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY/OUR SIGNATURES TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY.**

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APPLICANT

DATE

APPLICANT

DATE