

# Westwind Sailing: Adult Liability Waiver, Terms and Conditions

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
Last First

ADDRESS \_\_\_\_\_  
# & Street City State Zip

PHONE 1# (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_ PHONE 2# (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_ E-MAIL \_\_\_\_\_

## Notify in case of emergency (preferable relative-local phone number only):

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Day (\_\_\_\_\_) \_\_\_\_\_ Evening (\_\_\_\_\_) \_\_\_\_\_

## SWIM TEST VERIFICATION:

To participate in these activities you must be "water-safe" (be able to swim 50 yards and tread water for 5 minutes).

I certify that I am "water-safe" and can swim 50 yards and tread water for 5 minutes: **INITIAL:** \_\_\_\_\_

## Terms and Conditions:

In consideration of the use of the property, facilities and/or services of Westwind Sailing @ its contracted locations the undersigned agrees as follows:

1. **RISK FACTORS:** The undersigned understands and acknowledges that the activity involves various physical risks such as but not limited to the following: RISK OF BODILY INJURY, DEATH, and/or PROPERTY DAMAGE, resulting from the use of water sports boats and equipment at Westwind Sailing and its contracted locations.  
**INITIAL** \_\_\_\_\_
2. **ASSUMPTION OF THE RISK:** The undersigned ASSUMES ANY AND ALL RISK INVOLVED IN OR ARISING FROM THE ACTIVITY, including without limitation, the risk of DEATH, BODILY INJURY or PROPERTY DAMAGE resulting from the use of water sports equipment; collision; overturning; unavailability of emergency medical care; or the negligent or deliberate act of another person.  
**INITIAL** \_\_\_\_\_
3. **ACKNOWLEDGMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading all of the policies and procedures relating to the activity and understands that the safe and proper use of the facilities or property or participation in the activity is dependent upon carefully following such policies and procedures.
4. **PREREQUISITE SKILL AND TRAINING.** The undersigned acknowledges that he or she has the prerequisite skills, qualifications and training necessary to properly and safely use the facilities or property or participate in the activity. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training is necessary to properly use the facilities and property he or she is responsible to ask the instructor supervising the activity.
5. **RELEASE, INDEMNIFY & DEFEND.** As consideration for being permitted to participate in said programs and activities, I hereby agree, for myself and my assigns and heirs, to release, defend and hold harmless, the State of California, the County of Orange, the Dana Point Youth and Group Facility and Lake Mission Viejo and all of their officers, employees and agents, Westwind Sailing Programs and all of their officers, employees and agents (collectively the "Releasees") from and against any and all actions, claims, damages (including attorney fees) of liability arising or resulting from his/her participation in the activities sponsored by or associated with Westwind Sailing, the DPY & G and Lake MV including without limitation, damage to or destruction of any property or injury or death to any person.
6. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code S 1542 whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
7. **PAY.** The undersigned agrees to pay for any and all damages to any property of indemnity caused by the undersigned either negligently, willfully or otherwise.
8. **REPRESENTATIVES.** The undersigned enters into this agreement for herself/himself and his/her heirs, assigns and legal representatives.
9. **PUBLICITY:** Westwind Sailing reserves the right to photograph program participants for publicity purposes.
10. **ACKNOWLEDGEMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

**SIGN HERE X** \_\_\_\_\_