

RAINBOW SPINNAKERS SAILING CLUB

MEMBERSHIP RELEASE AND LIABILITY WAIVER AGREEMENT

Rainbow Spinnakers Sailing Club (“RSSC”) is a social organization of amateur sailing enthusiasts, who share the costs of renting sailing boats for weekend and other specially scheduled sailing/boating trips. RSSC does not offer nor purport to offer any professional services or training. RSSC hold no real or personal property, beyond the collection and disbursement for expenses of annual dues and minimal fees for sailing/boating trips. RSSC does not provide any accident or medical or liability insurance for RSSC or Members of RSSC (“Members”).

RSSC sailing/boating trips are not open to the general public. Sailing and boating trips are only available to Members. Each year all Members are required to carefully review and sign this Membership Release and Liability Waiver Agreement (“Membership Agreement”). Further, each Member is required to sign a Sailing/Boating Trip Release and Liability Waiver Agreement before participating in any sailing/boating trip with RSSC.

I, the undersigned party, hereby agree and by my signature below represent that I release and forever discharge to the extent permitted under law RSSC, its officers, agents, representatives, employees, volunteers and all other Members (herein collectively referred to as “Rainbow Spinnakers”) for any and all liability of any sort or kind pertaining to any injuries or death suffered by me, my heirs, administrators, executors and assigns resulting from my participation in any activities related to Rainbow Spinnakers.

I fully recognize the dangers inherent in sailing and/or boating and I hereby voluntarily waive and relinquish any and all claims of any sort whether in tort, contract, equity or otherwise which I, my heirs, administrators, executors and assigns may ever have against Rainbow Spinnakers for any injuries or death which I or they may suffer or sustain.

I specifically agree to indemnify, defend and hold Rainbow Spinnakers harmless from any and all liability, of any nature whatsoever for any accident or injury to myself, my guests and/or my property while sailing or engaging in any activity related to or connected with Rainbow Spinnakers.

Further, I specifically agree to hold Rainbow Spinnakers harmless from any and all liability, including, but not limited to liability directly or indirectly attributable to or proximately caused by any negligent action or negligent failure to act on the part of Rainbow Spinnakers.

I acknowledge that any decision to start or continue to sail/boat shall be solely my own. I recognize my responsibility to ask to be returned to the dock or other origin of the trip at any point during the sail if I become afraid of or have any reason to believe that I may suffer bodily harm, and I agree to cooperate with any other participant who makes such a request. I further agree that it is my own responsibility to exercise reasonable care and not to sail in hazardous conflict with commercial shipping or other sailing/boating traffic or otherwise act in a manner that is reasonably likely to result in harm to any person or property.

I further agree that should I fail to comply with or follow any reasonable instruction from a person steering or piloting the boat and my failure to comply with or follow such instructions results in or proximately causes harm or damage to any person or property, I will assume any and

all responsibility for such harm and/or damage.

I agree that this Membership Agreement shall be considered to have been executed in, shall be governed and construed by the courts of, and shall be construed in accordance with the laws of, the State of Maryland, without regard to any principles of conflict of laws.

I also agree that should one or several provision of this Membership Agreement be or become invalid by operation of applicable law, then such invalid provision or provisions, to the extent each is deemed invalid, shall not be binding, and the parties hereto shall substitute such invalid provision by valid ones, or amend the Membership Agreement in other respects to maintain to the extent possible the intentions of the parties. In case such valid provisions are not substituted, the invalidity of one or several provisions of this Membership Agreement shall not affect the validity of the Membership Agreement as a whole.

I agree that all disputes resulting from or arising under this Membership Agreement which cannot be settled by mutual consent of the parties shall be subject to arbitration in accordance with applicable rules of the American Arbitration Association then in force, and judgment rendered by the arbitrator(s) shall be binding on the parties and may be entered by either party in the court or forum, federal or state, having jurisdiction. The proceeding of arbitration shall be held in Greenbelt, Maryland. The party requesting arbitration shall bear the expenses of presenting its case or defense, notwithstanding any decision of the arbitrator to the contrary. The party against whom the arbitration is brought, may request reimbursement for all of its fees and reasonable expenses from the party requesting arbitration. The party requesting arbitration shall pay all fees and reasonable expenses of the arbitrator.

I have carefully read this Membership Agreement and fully understand its contents. I am aware that this is a full release of all liability, including, but not limited to any liability directly or indirectly attributable to or proximately caused by any negligent action or negligent failure to act on the part of Rainbow Spinnakers. I am further aware that this is a legally enforceable contract between myself and Rainbow Spinnakers, and I sign this Membership Agreement of my own free will.

It is my intention to be fully bound by this Membership Release and Liability Waiver Agreement.

Signature _____ Print Name _____

Phone _____ Street Address _____

City _____ State / Zip Code _____