

## RELEASE AND WAIVER

The individual named below ("**Sailor**" or "**T**") desires to participate in learn-to-sail programs, races, regattas, and other activities (the "**Activity**") provided by Eagle Lake Yacht Club, Inc., a Michigan corporation, located at 24046 S. Shore Drive, Edwardsburg, Michigan 49112 ("**Sailing Club**"). In consideration of being permitted to participate in the Activity and in recognition of the Sailing Club's reliance hereon, I agree to the following terms and conditions (this "**Release**").

**Release of Liability and Assumption of Risk.** I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT SAILOR SUSTAINS MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE SAILING CLUB, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE SAILING CLUB. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT SAILOR IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE SAILING CLUB OR OTHERWISE.

**Emergency Medical Authorization.** In the event of a medical emergency, I hereby consent to the provision of medical treatment deemed necessary or advisable if Sailor is injured or requires medical attention during participation in the Activity. I understand that effort will be made to contact the undersigned/emergency contact prior to rendering treatment to Sailor, but that medical treatment will not be withheld if I/emergency contact cannot be reached. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Sailing Club from any claim based on such treatment or other medical services.

**Publicity Release.** Sailing Club desires to use and publicize the name, likeness, and other personal characteristics and private information of Sailor for advertising, promotion, and other commercial purposes.

I hereby irrevocably permit, authorize, grant, and license Sailing Club and its licensees and agents, and the employees, officers, directors, members, agents, successors and assigns of each of them ("**Authorized Persons**"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use Sailor's name, image, likeness, appearance, voice, biographical information, signature, other personal characteristics and information in materials created by or on behalf of Sailing Club that incorporate any of the foregoing ("**Materials**") in perpetuity, worldwide, in any medium or format whatsoever, now existing or hereafter created, on any platform and for any purpose, without further consent from or royalty, payment, or other compensation. I acknowledge and agree that I have no right to review or approve Materials before they are used by Sailing Club, and that Sailing Club has no liability to Sailor for any editing or alteration of the Materials or for any distortion or other effects resulting from Sailing Club's editing, alteration, or use of the Materials, or Sailing Club's presentation of Sailor. Any credit or other acknowledgment of Sailor, if any, shall be determined by Sailing Club in Sailing Club's sole discretion.

To the fullest extent permitted by applicable law, I hereby expressly and irrevocably waive and release any and all claims, now or hereafter known, against the Sailing Club and Authorized Persons (collectively, "**Claims**") on account of (a) injury, disability, death, or property damage arising out of or attributable to Sailor's participation in the Activity, whether arising out of the ordinary negligence of the Sailing Club or any Authorized Persons or otherwise and (b) all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for infringement of moral rights, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction arising directly or indirectly from the Authorized Persons' exercise of their rights under this Release or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part by the negligence of Sailing Club or any other person.

I covenant not to assert any Claim against the Sailing Club or any other Authorized Person, and forever release and discharge the Sailing Club and all other Authorized Persons from liability under such Claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Michigan law does not permit to be released by agreement.

I shall defend, indemnify, and hold harmless the Sailing Club and all other Authorized Person against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Sailing Club or any other Releasees, arising out of any claim related to Sailor's participation in the Activity, including any claim related to Sailor's own negligence or the ordinary negligence of the Sailing Club.

This Release constitutes the sole and entire agreement of the Sailing Club and Sailor with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Sailing Club and Sailor and their respective successors, assigns, heirs, and personal representatives. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Cass County, Michigan, and Sailor hereby consents to the exclusive jurisdiction of such courts.