

# GREEN BAY SAIL & PADDLE

## *TO BE COMPLETED FOR EACH PARTICIPANT*

### RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of \_\_\_\_\_  
(PRINT Participant's first/last name)

being permitted to participate in Green Bay Sail and Paddle, Inc. (GBSP) sailing and paddling activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Green Bay Sail and Paddle, Inc. (GBSP) and its owners, directors, officers, employees, agents, volunteers, participants and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my participating children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that my or my participating child's participation in sailing activities may involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments, cuts, abrasions or other injuries as a result of contact with water, boats, or other participants; death as a result of drowning or brain damage cause by near drowning in bodies of water; concussion as the result of getting hit in the head with the boom; medical conditions resulting from physical activity; and damaged clothing, gear or other property. I understand such risks simply cannot be eliminated, despite the presence of safety staff or the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. On behalf of myself and my participating child, I expressly accept and assume all of the risks inherent in participation in this activity or that might have been caused by the negligence of the Releasees. My or my participating child's participation in this activity is purely voluntary and he/she and I elect to participate despite the risks. In addition, if at any time he/she or I believe that event conditions are unsafe or that I or he/she is unable to participate due to physical or medical conditions, then I or he/she will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my or my participating child's participation in this activity, or use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless of all such fees and costs, including without limitation reasonable attorneys' fees.
4. I represent that I have adequate insurance to cover any injury or damage that I or my participating child may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that neither I nor my participating child has no medical or physical condition which could interfere with his or her safety in this activity or else I am willing

to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit on behalf of myself or my participating child, I agree to do so solely in the State of Wisconsin, and I further agree that the substantive law of the State of Wisconsin shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I agree that if I or my participating child is hurt or my property is damaged during my participation in this activity, I may be found by a court of law to have waived our right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost of engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

\_\_\_\_\_  
**Signature of Participant (if adult)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Parent or Guardian (if participant is a minor child)**

\_\_\_\_\_  
**Print Name of Parent or Guardian**

- By checking this box, I am indicating that I am granting my permission for my and/or my participating child's photos to be used for GBSP promotion(s).**
- By checking this box, I am indicating that I am granting my permission for my participating child's participation in sailing activities *throughout the entire GBSP sailing season.***
- By checking this box, I am indicating that I am granting my permission for my participating child's transportation to and from sailing activities *in GBSP vehicles.***

\_\_\_\_\_  
**Emergency Contact Name**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Emergency Contact Phone**

\_\_\_\_\_  
**Emergency Contact Phone**