

VETERANS ON THE BAY

PARTICIPANT RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

Participant Name: _____

Address: _____

Phone: _____ **Email:** _____

Emergency Contact (Name & Phone): _____

1. PURPOSE OF ACTIVITY

I understand that I am voluntarily participating in sailing activities conducted by Veterans on the Bay (“Organization”), including but not limited to:

- Boarding and disembarking sailing vessels
- Sailing, maneuvering, and handling lines and sails
- Operating deck equipment
- Participation in hands-on sailing experiences
- Being present aboard a vessel operating in Narragansett Bay and surrounding waters

Activities may occur from East Greenwich, Rhode Island or other regional ports.

2. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I acknowledge that sailing and marine activities involve inherent risks, including but not limited to:

- Slipping, tripping, or falling on deck
- Being struck by boom, lines, winch handles, or equipment
- Capsizing or vessel instability
- Sudden weather changes
- Rough seas or wake impact
- Drowning or water-related injury
- Equipment failure
- Collision with other vessels or fixed objects
- Delayed access to medical care

I understand these risks may result in serious injury, disability, or death.

I voluntarily assume all risks, known and unknown, associated with participation.

3. RELEASE AND WAIVER OF LIABILITY

In consideration for being permitted to participate, I hereby release, waive, discharge, and covenant not to sue:

- Veterans on the Bay
- Its directors, officers, volunteers, crew members, instructors, and agents
- Vessel owners (if applicable)
- Any affiliated sponsors or supporters

From any and all liability, claims, demands, losses, or damages arising from my participation, including claims arising from negligence to the fullest extent permitted by law.

This release applies to bodily injury, property damage, illness, emotional distress, disability, or death.

4. MEDICAL CONSENT AND FITNESS

I certify that:

- I am physically able to participate in sailing activities.
- I do not have any medical condition that would create undue risk unless disclosed below.

Medical conditions (if any): _____

In the event of emergency, I authorize the Organization to obtain medical treatment on my behalf. I understand I am financially responsible for any medical costs incurred.

5. SAFETY COMPLIANCE

I agree to:

- Follow all instructions from the captain or crew
- Wear required safety equipment, including a life jacket if directed
- Refrain from alcohol or illegal substance use prior to or during activities

- Conduct myself in a manner consistent with safety and respect

Failure to comply may result in removal from the vessel.

6. PHOTOGRAPHY AND MEDIA RELEASE

- I authorize Veterans on the Bay to use photographs or video taken during activities for nonprofit promotional purposes.
 - I do not authorize use of my image.
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7. INDEMNIFICATION

I agree to indemnify and hold harmless the Organization from any claims brought by third parties arising from my conduct during participation.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

9. VOLUNTARY EXECUTION

I have carefully read this Agreement. I understand its contents and understand that I am giving up substantial legal rights, including the right to sue. I sign this voluntarily and without coercion.

Participant Signature: _____

Printed Name: _____

Date: _____