

**FORT PIERCE YACHT CLUB**  
**Po Box 3108**  
**Fort Pierce, FL 34948**  
**Entry Form and Release of Liability**

Yacht name: \_\_\_\_\_ Sail #: \_\_\_\_\_

Yacht make: \_\_\_\_\_ Overall length: \_\_\_\_\_ PHRF rating: \_\_\_\_\_

Skipper name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (day): \_\_\_\_\_ (cell): \_\_\_\_\_

E-mail: \_\_\_\_\_

**WAIVER OF AND RELEASE OF LIABILITY, PLEASE READ CAREFULLY**

I, \_\_\_\_\_ (Please print) fully understand and acknowledge that

(A) There are risks and dangers that exist, inherent in my use of sailing equipment and my participation in sailing activities, regattas, classes, and/or instruction which may include, but are not limited to such reasonably foreseeable events as: (1) changing water flow, tides, currents, wave action and ships' wakes, (2) collisions with any of the following: other participants, the vessel or watercraft, other vessels or watercraft, and manmade or natural objects, (3) wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, (4) my sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions, (5) collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning, (6) the presence of insects and marine life forms, (7) equipment failure or operator error, (8) heat or sun related injuries or illnesses, including sunburn, sunstroke, or dehydration, (9) fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of an accident;

(B) My participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability;

(C) These risks and dangers may be caused by the negligence of the owners, employees, principles, directors, volunteers, their insurers, officers, agents, club members or Fort Pierce Yacht Club. I hereby assume all risks and dangers and all responsibilities for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, employees, principles, directors, volunteers, their insurers, officers, agents, club members or Fort Pierce Yacht Club. Additionally, the undersigned hereby acknowledges and grants permission to use, modify, reproduce, distribute and display, my image or visual likeness by incorporating it into publications, photo exhibits, web sites, or promotional materials.

(Please Initial) \_\_\_\_\_

I, on behalf of myself, my personal representatives, and my heirs, hereby voluntarily agree to release, waive, and discharge the owners, employees, principles, directors, volunteers, their insurers, officers, agents, club members, and Fort Pierce Yacht Club., from any and all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of sailboats and/or sailing equipment, or my participation in sailing classes, courses, regattas, or any other similar events organized by Fort Pierce Yacht Club. regardless of the cause or place. I also release, waive, and discharge any and all claims I, or a third party, may have for invasion of privacy, right of publicity, copyright infringement, defamation, or any other cause of action arising out of the use, reproduction, distribution, or display of my image or visual likeness.

(Please initial) \_\_\_\_\_

I agree that the owners, employees, principles, directors, volunteers, their insurers, officers, agents, club members or Fort Pierce Yacht Club shall not be responsible for damage to any boat or other property or injury to any participant or competitor including death, sustained as a result of my use of sailboats and/or sailing equipment, or my participation in sailing classes, courses, regattas, or any other similar events occurring at events organized by Fort Pierce Yacht Club., including regattas. Furthermore, I have taken all necessary steps to ensure that I, my crew, and vessel are adequately prepared to participate, and that the vessel is compliant with all legal requirements including mandated safety equipment by the United States Coast Guard, State, and Local laws. I also affirmatively state that any vessel I have participating shall carry insurance with third party coverage.

(Please initial) \_\_\_\_\_

I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future have for the negligent acts or other conduct by the owners, employees, principles, directors, volunteers, their insurers, officers, agents, club members or Fort Pierce Yacht Club.

(Please initial) \_\_\_\_\_

I HAVE READ THE ABOVE WAIVER AND/OR RELEASE, PERSONALLY PLACING MY INITIALS FOLLOWING EACH PARAGRAPH, AND BY SIGHNING BELOW AGREE TO EXEMPT AND RELIEVE FORT PIERCE YACHT CLUB., AND/OR ITS OWNERS, EMPLOYEES, PRINCIPLES, DIRECTORS, VOLUNTEER, THEIR INSURERES, OFFICERS, AGENTS, CLUB MEMBERS FROM LIABILITY FOR PERSONAL INJURY, LIABILITY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.

\_\_\_\_\_ Date \_\_\_\_\_

If the above signing person is under the age of 18 years, the below signed person acknowledges they are the parent and/or responsible party for the above signing person and that they have read this entire document and agree, for themselves and the above signing person to its contents.

**PLEASE PROVIDE PROOF OF LIABILITY INSURANCE CARRIED BY VESSEL OWNER**