**NORTH EAST RIVER YACHT CLUB INC**

**MEMBER CONSENT AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**Member Name :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NERYC Membership Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This agreement pertaining to the member, their family or their guests participating in any North East River Yacht Club small boat sailing program activity. This shall remain in effect until the North East River Yacht Club receives written notice of the cancellation of the consent. In return for the person being permitted to take part in the activities and to use the facilities and property of the North East River Yacht Club, each of us makes the following promises and warrants the truth of the following facts:

* I am familiar with the activities and responsibilities included with the small boat sailing program.
* I agree to all safety and participation requirements of the small boat sailing program
* I am in good health, and I know of no reason why I would be incapable of participating in the activities. I will disclose any physical, emotional or behavioral issue that might affect my ability to participate.

**WAIVER OF LIABILITY**

I waive and release any right I, my heirs, guardians, and legal representatives may have or acquire to make a claim against, sue, attach the property of or prosecute the North East River Yacht Club and/or any of its members, directors, officers, agents, employees and affiliated organizations (herein referred to as "the releasees") for monetary damages caused by injury to myself, my family, or my guests or damage to the property of myself, my family, or my guests arising from participation in the activities and use of the facilities and property of the North East River Yacht Club, whether or not the injury or damage results from the negligence or other action, except intentional acts, of any of the releases.

**ASSUMPTION OF RISK**

I am aware that the activities may involve maneuvering a boat or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong wind and high waves, sudden and unexpected immersion in deep waters and collision with other watercraft or stationary objects such as docks pilings and buoys. With knowledge of the dangers involved, I ACCEPT ANY AND ALL RISKS TO ME, MY FAMILY, AND MY GUESTS, OF INJURY, DEATH AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF THE NORTH EAST RIVER YACHT CLUB, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES. I UNDERSTAND AND AGREE TO RESPONSIBILITY FOR DAMAGES INCURRED DURING MY USE.

**INDEMNITY AGREEMENT**

I agree to indemnify and hold the releasees harmless from any loss, liability, damage or cost, including reasonable attorney’s fees, they may incur due to my participation in the activities whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts, of any of the releases.

**Member Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**