

Date: _____, 2009

DOLPHIN YACHT CLUB, INC.
17 ALLERTON PLACE, MARBLEHEAD, MASSACHUSETTS
ASSUMPTION OF RISK AND WAIVER AGREEMENT

ASSUMPTION OF RISK: I

(PRINT NAME)

(STREET ADDRESS)

(CITY)

(STATE)

(ZIP)

understand and accept that the use of a kayak exposes me to many hazards and participating in the use of a kayak in events sponsored by the Dolphin Yacht Club, Inc. (DYC) entails unavoidable risk of possible death, personal injury and loss of or damage to property. I also understand I should be in good physical health to participate in activities using a kayak. I choose to participate in these events in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of my participation in using a kayak.

WAIVER: I hereby assume all risk of injury, illness, death and loss of or damage to my property arising out of my participation in DYC kayaking events. Further, in consideration of Dolphin Yacht Club, Inc. furnishing kayaks or services to enable me to participate in kayak events, I specifically release and forever discharge DYC and its officers, agents, employees and members of DYC from any and all liability or claims for any injury, illness, death or loss of or damage to property which I may suffer while participating in a kayak event. This release and discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of DYC or its officers, agents, employees or members of DYC.

In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in any kayak event associated with the DYC, I will have no right to make a claim or file a lawsuit against DYC or its officers, agents, employees or members of DYC, even if they or any of them negligently cause my injury, illness, death or damage.

I understand that I and anyone for whom I sign as a parent or Guardian must meet the minimum age requirement of 16 years old.

I understand that I must at all times wear an approved US Coast Guard life vest of the appropriate size and the life vest must be the properly fastened at all times while in a kayak or on the DYC dock.

I understand the DYC carries no medical insurance on participants.

The laws of the Commonwealth of Massachusetts shall govern the interpretation of this instrument.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS A WAIVER AND A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY AS AN INSTRUMENT UNDER SEAL.

(Participant's Signature)