



KING HARBOR YOUTH FOUNDATION

280 Yacht Club Way, Redondo Beach, California 90277

QUALIFIED INDIVIDUAL WAIVER AND RELEASE OF LIABILITY

1. VOLUNTARY PARTICIPATION

I, _____, acknowledge that I have voluntarily agreed to participate in on-the-water and shore-side activities at the King Harbor Yacht Club and related environs, including, but not limited to, the use of sail or power boats and/or kayaks and related equipment.

2. ASSUMPTION OF RISK

I AM AWARE THAT BOATING, INCLUDING LAUNCHING, RETRIEVING, TRAILERING AND RIGGING, IS A HAZARDOUS ACTIVITY, WHICH HAS INHERENT RISKS OF INJURY, DEATH OR DAMAGE TO PROPERTY. RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURY, DEATH, OR DAMAGE TO PROPERTY RESULTING FROM THE ACTION OR INACTION OF OTHER PEOPLE, EQUIPMENT MISUSE OR FAILURE, ADVERSE NATURAL OR MANMADE CONDITIONS, OR PERSONAL HEALTH PROBLEMS OF MYSELF OR OTHERS. I FULLY AND VOLUNTARILY ACCEPT ANY AND ALL RISKS OF INJURY, DEATH, OR DAMAGE TO PROPERTY THAT MAY OCCUR AS A RESULT OF THESE RISKS, EVEN IF INJURIES, DEATH OR DAMAGE TO PROPERTY OCCUR IN A MANNER THAT IS NOT FORESEEABLE AT THE TIME I SIGN THIS AGREEMENT.

I VERIFY THAT I HAVE READ AND VOLUNTARILY ASSUME THE RISKS PRESENTED BY THIS ACTIVITY BY PLACING MY INITIALS HERE: _____

3. RELEASE, INDEMNIFICATION AND DEFENSE

A. As consideration for being permitted by the King Harbor Youth Foundation (KHYF) and the King Harbor Yacht Club (KHYC) to participate in this activity and to participate in the use of the facilities and equipment furnished by the KHYF or others, I agree to release, indemnify, defend and hold harmless KHYF and KHYC and each of their affiliated organizations, their officers, directors, employees, members, visitors and volunteers (collectively, the Releasees) from any and all causes of action, claims or demands whatsoever that any third party, I, my heirs, assigns, agents, distributees, guardians and representatives now have or may hereafter have for injury, death or damage relating to my participation in this activity. I, my heirs, assigns, distributees, guardians and representatives will not make any claims against or sue the Releasees or any of them for injury, death or damage resulting from the negligence, misconduct, whether willful or otherwise, or other acts of the Releasees, howsoever caused.

B. I, my heirs, assigns, distributees, guardians and representatives agree to indemnify the Releasees for any and all damage to property that occurs during or relating to my participation in the KHYF Keelboat Usage Program. This indemnity shall apply to any and all damage to property owned or controlled by KHYF, KHYC or any third party, whether or not the owner or operator of that property is participating in or related to the KHYF Keelboat Usage Program. In the event damage to property occurs during or relating to my participation in the KHYF Keelboat Usage Program, I shall promptly make any and all reasonable payments for repair or replacement of the damaged property, regardless whether the damage occurred due to the intentional or negligent actions of myself, any person on board a vessel participating in the KHYF Keelboat Usage Program for which I am designated as a Qualified Individual, or any third party.

C. This release, indemnification, defense and hold harmless provision shall apply even if the Releasees have contributed to injuries, death or damage through their individual or collective negligence or misconduct. This agreement is binding on my heirs, assigns, agents, distributes, guardians and representatives.

4. REVOCATION AND SEVERABILITY

This Waiver and Release of Liability shall remain in effect until I revoke it in a writing that is delivered to KHYPF at the address which appears above. If any provision or any part of a provision of this Waiver and Release of Liability is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Waiver and Release of Liability shall remain in full force and effect.

4. KNOWING AND VOLUNTARY SIGNING OF THIS DOCUMENT

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENT. I AM SIGNING THIS DOCUMENT WILLINGLY AND WITH FULL KNOWLEDGE OF ITS LEGAL EFFECTS.

Dated: _____

Signature/If participant is under 18 years old, signature of Parent or Legal Guardian

Printed Name

Address

DECLARATION OF WITNESS

I certify that _____ acknowledged in my presence that he/she has read and fully understands the meaning and consequences of the foregoing release, and has signed it in my presence.

Dated: _____

Signature

Printed Name

Address
