

**WAIVER AND RELEASE**  
**RS21 SAILOR (18 years or older)**

1. I recognize that sailing is an activity that has an inherent risk of damage and injury associated with it, and hereby acknowledge and agree that the decision to sail or to continue sailing under the existing forecast or anticipated conditions of wind, sea and weather is entirely at my own risk.
2. I acknowledge and agree that neither Lakewood Yacht Club, Dinghy Planet, LLC d/b/a KO Sailing, Bay Access, in the event Bay Access has organized the event, the sponsors of such event, nor their respective members, officers, directors, employees, agents, and/or contractors will be responsible for:
  - (a) Any loss or damage to the chartered vessel;
  - (b) my property, or
  - (c) any personal injury, including death,

sustained as a result of my decision to sail or to continue sailing the vessel, regardless of the fact that such damage may, in whole or in part, be due to the negligence of Lakewood Yacht Club, Dinghy Planet, LLC d/b/a KO Sailing, Bay Access, the sponsors of the event or their respective members, officers, directors, employees, agents, and/or contractors.

3. **I hereby assume all risk of injury to or death of any person and the loss or destruction of property from any cause whatsoever in connection with the possession, use or operation of the vessel. To the fullest extent permitted by law, I hereby RELEASE Lakewood Yacht Club, Dinghy Planet, LLC d/b/a KO Sailing, and for events organized by Bay Access, a 501(c)(3) not for profit corporation (“Bay Access”), Bay Access, and the officers, directors, members, employees, agents, and/or contractors (collectively referred herein as the “Released Parties”) of any or all of the foregoing and WAIVE any and all claims and causes of action against the Released Parties, or any of them, including without limitation any and all suits, losses, liabilities, demands, attorney’s fees, costs, damages, or expenses, which arise out of, directly or indirectly, my operation or use of the vessel, without limit and without regard to the cause or causes thereof, even if caused by the sole or concurrent, ordinary or gross negligence, fault, or strict liability of any or all of the Released Parties or the unseaworthiness of the vessel, excepting only the willful or intentional acts of the Released Parties.**
4. Any controversy or claim for damages for bodily injury or property damage or any other cause of any nature whatsoever, sustained by me by reason of the negligence or other fault of or claim against LAKEWOOD YACHT CLUB, Dinghy Planet, LLC d/b/a KO Sailing, and/or Bay Access, for events organized by it and the officers, directors, members, employees, agents and/or

contractors of any or all of the foregoing, shall be resolved exclusively in the United States District Court for the Southern District of Texas, Houston or Galveston Divisions, or, in the event such courts lack subject matter jurisdiction over the case or controversy, and only in that circumstance, in the state District Courts of Harris County, Texas.

This Waiver and Release shall be governed by and interpreted under the General Maritime Law of the United States and, to the extent such law does not provide a rule of decision, and only then, by the laws of the State of Texas, without regard to the choice of law rules of either.

- 5. I understand this document has important legal consequences and have consulted such legal and other advisors as I deem appropriate before signing.

\_\_\_\_\_  
Signature Date

**MY INFORMATION: (Please Print)**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Additional Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Additional Phone: \_\_\_\_\_