



What you are about to read and are requested to sign is a waiver and release of liability (“Release”). Upon signing it, you will give up your right to sue St Andrews Bay Yacht Club (“StABYC”) or anyone associated with StABYC for injuries or losses you suffer (1) while using StABYC’s facilities, boats, or equipment, and (2) while participating in or subsequently associated with any activity, class, program, or event administered or hosted by StABYC wherever located or administered or hosted by a third person at StABYC (the “Services”).

You will not be allowed to participate in any boating or water-related activity conducted or organized by or at the St Andrews Bay Yacht Club without the signed waiver.

I understand that signing this document will prevent me, my heirs, executors, dependents, beneficiaries and assigns from suing St Andrews Bay Yacht Club, its officers, directors, staff, volunteers, members, or advisers for any injuries, including death, or damages to property that I might receive while participating in activities or programs administered by St Andrews Bay Yacht Club or while engaged in any activity related to the use of a boat owned or used by STABYC.

This is a legally binding document.

**1. I ACKNOWLEDGE THE RISKS.**

I recognize the risk of serious injury, death, or damages inherent in sailing and other water-related activities, and in my use of StABYC’s facilities, boats, and equipment, and in my enjoyment or participation in any Services. There is no way to eliminate the risk of serious bodily injury, including permanent disability, paralysis, and death or damage to property when participating in water-related activities, including but not limited to sailing. These risks may come from anywhere, with or without the negligence of myself or third parties, including, but not limited to, other vessels, misuse of equipment, equipment failure, gasoline, weather, physical obstructions, and other individuals. I understand that my use of StABYC equipment and facilities and any instruction or knowledge I obtain at those facilities is NOT sufficient to prevent the dangers and risks of sailing and other water-related activities. I understand StABYC may be unaware of a defect with a vessel or equipment and, importantly, that I am solely responsible for ensuring the seaworthiness of any vessel and the soundness and proper use of any equipment furnished by StABYC that I may use or be near or with which I may be associated in any way. The matters referred or inferred in this paragraph are collectively called the “Risks” in this Release.

**2. I ASSUME THE RISKS.**

I certify that I understand the seriousness of the Risks. I knowingly and voluntarily assume all Risks, whether known or unknown, foreseeable or not foreseeable, including any Risk caused or contributed to by the negligence of any person.

**3. I WAIVE AND RELEASE ALL CLAIMS.**

I recognize that StABYC could not offer water-related activities or boats to me without obtaining a waiver and release of liability. In consideration of the agreement of StABYC to offer use of a boat, equipment, or a Service to me, I release StABYC, or anyone associated with StABYC including, without limitation, its officers, directors, staff, members, volunteers, and advisors, from all liability associated with the matters referenced in this Release. I knowingly, intentionally, and voluntarily waive all claims, demands or causes of action of any kind whatsoever, including but not limited to any claims of negligence, which may arise from or be associated with my use of StABYC equipment, boats, or facilities or my participation in or association with any Service.

I agree not to sue St Andrews Bay Yacht Club, or anyone associated with StABYC, including without limitation its officers, directors, staff, members, volunteers, and advisors for any injury or damage arising from or associated with a Risk, including claims for negligence.



**3. I WILL HOLD HARMLESS AND INDEMNIFY StABYC.**

In consideration of the agreement of StABYC to offer use of a boat (whether paid, unpaid, part of a class, as member benefit, as a guest or in any other way whatsoever), facilities, equipment, or Service to me, I agree to defend, protect, indemnify, and hold harmless StABYC, its officers, directors, employees, members, volunteers, and advisors from and against any and all claims, suits, actions at law or in equity, for damages or other relief and against any liability of any nature, that may arise out of my use of or participation in StABYC equipment or facilities or Service.

**4. I AGREE TO ABIDE BY ALL StABYC RULES.**

I agree to familiarize myself with and abide by all StABYC rules contained in written form from time to time as well as verbal directions that may be given by StABYC staff or instructors.

I will not operate St Andrews Bay Yacht Club boats or equipment if I am under the influence of alcohol or other drugs. Skipper, crew, and passengers shall not be inebriated or impaired. It is both the passenger, crew, and skipper’s responsibility to ensure that any passenger, crew, or skipper who has consumed alcohol is not intoxicated or impaired to the extent of being or becoming a danger to him/her/themselves or others.

No illegal substances shall be brought into or onto any StABYC facilities or equipment.

I understand and accept as a skipper, crew, or passenger the responsibilities relating to impairment described in this numbered section.

**5. I AGREE TO FOLLOW ALL LAWS, REGULATIONS, AND BEST PRACTICES.**

I will abide by all Florida State, Bay County and City of Panama City laws. I will abide by all federal laws and regulations, including but not limited to all Coast Guard Regulations. I will abide by the Code of Federal Regulations and specifically, but not limited to, the “rules of the road” published as the “Colregs” (International Regulations for Prevention of Collisions at Sea).

See this link for the Navigation Rules and Regulations

Handbook: <https://www.navcen.uscg.gov/?pageName=NavRulesAmalgamated>

I will follow all guidance and lessons from the American Sailing Association (ASA) offered me by STABYC.

I represent and warrant that I shall at all times gain and possess the requisite knowledge, skills, and experience to use the type of boat or equipment supplied by StABYC and always with best practices.

**6. GENERAL PROVISIONS.**

6.1 This Waiver and Release shall remain in effect until cancelled by my delivery of a written cancellation to a current Flag Officer of STABYC.

6.2 I authorize the organizers of any Service, or their employee, to sanction emergency treatment for me.

6.3 I agree that I am solely responsible for any expenses incurred due to damage, loss of property, or personal injury suffered by StABYC, members of my crew, or any third party, resulting from my use of a boat or equipment furnished by StABYC.

6.4 I permit St Andrews Bay Yacht Club to use in its publications photos of, and statements by, me recorded during my participation in any Service. I understand StABYC has surveillance cameras in and around its equipment and facilities.



- 6.5 Severability: If any provision of this agreement or its application to any person or circumstance is held invalid or void, the remainder of the agreement and its application to other persons or circumstances is not affected and remains in full force and effect. If any provision is found to be invalid or void the Court shall strike only the least amount of text and the remainder of the provision shall remain in full force and effect. The Court is permitted to modify a clause in order for it to remain valid to reflect the intent of the parties if it can be reasonably determined.
- 6.6 Choice of Law. Should any dispute arise in relation to this agreement the venue shall be in the Courts of Bay County, Florida.
- 6.7 Attorney Fees. Should any dispute arise in relation to this agreement the substantially prevailing party shall be entitled to attorney fees and costs.
- 6.8 This Waiver and Release is supplemental and cumulative to any Boat Usage Agreement I may sign with STABYC.
- 6.9 **I have been advised to consult with legal counsel, and offered the opportunity to do so, before signing and entering this Release.**

**I am fully aware** of the contents of this Release and have read and understand all of the terms. The terms of this agreement bind me, my family (including but not limited to spouses and domestic partners, as well as my children and any children in my care), heirs, executors, administrators, dependents, beneficiaries under assigns.

**Execution by Participant – over 18**

By my signature below, I represent that I have read, understand and consent to the terms of this Participant Waiver and Release.

Name of Participant (please print clearly): \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Address \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell: \_\_\_\_\_

Email: Primary \_\_\_\_\_ Second: \_\_\_\_\_

Name & contact info of person in case of emergency: \_\_\_\_\_

**Execution by Parent or Guardian (If participant is under 18 years of age)**

By my signature below, I represent that I have read, understand and consent to the terms of this Participant Waiver and Release for myself individually and on behalf of the Minor Participant below named.

**Saint Andrews Bay Yacht Club GENERAL WAIVER AND RELEASE**



By my signature below, I also represent and warrant that I am the parent or legal guardian of Minor Participant below and I agree that I am legally responsible for his or her acts or omissions. On behalf of the Minor Participant and myself I agree to all terms and conditions in the above General Release and Waiver of Liability. Further, I guarantee the potential financial obligations set forth in this Release. I certify that the Minor Participant is in good physical condition and suffers from no physical, emotional or mental impairment which would adversely affect his or her ability to safely use StABYC's facilities, boats, and equipment and safely participate in the Services. I agree to maintain for the use and benefit of the Minor Participant both liability and health/medical insurance during the Minor Participant's use of StABYC's facilities, boats, or equipment and while participating in the Services. I certify that I have reviewed this Release with the Minor Participant and that he or she understands the seriousness of it.

Name of Parent or Guardian (please print clearly): \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Address \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell: \_\_\_\_\_

Email: Primary \_\_\_\_\_ Second: \_\_\_\_\_

Name & contact info of person in case of emergency: \_\_\_\_\_

Name of Minor Participant: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Minor Participant's Cell Number \_\_\_\_\_

Minor Participant's Email \_\_\_\_\_

**Execution by Minor Participant (if requested by parent or guardian)**

By signing this document, on my honor I promise that I have read, understand, and will comply with all the requirements in this Release. I also understand the potential liability my parent or guardian is accepting on my behalf and the trust that he or she, and StABYC, are placing in me so I will always put the safety of other persons and myself first and after that be responsible for the facilities, equipment, and boats entrusted to me.

Signature of Minor Participant \_\_\_\_\_ Date Signed \_\_\_\_\_