



**COMMUNITY SAILING NEW ORLEANS, INC.
RELEASE AND WAIVER AGREEMENT – ADULT**

This Waiver and Release Agreement – Adult (“Agreement”) is made by and between the undersigned person of the full age of majority, herein “Participant”, and Community Sailing New Orleans, Inc., a Louisiana nonprofit corporation (“CSNOI”).

In consideration of being given the opportunity for the Participant to participate in any CSNOI activity (“Activity”), Participant, individually and for his or her spouse, and heirs, enter into this Agreement and further state as follows.

Participant understands there is an element of risk in any form of boating and realizes there is a chance of an accident occurring. Participant accepts and assumes all risk when allowing the Participant to participate in the sailing experience or other Activity.

In consideration of the Participant being permitted to participate in the Activities being offered by CSNOI, Participant releases and waives any claim against, discharges and covenants not to sue CSNOI, its officers and directors, employees, agents or any owner, lessor, lessee, or operator of any boat used by CSNOI, collectively (“Released Party”) and agrees not to hold any of the above named Released Party liable for any claim including but without limitation, any claim for bodily or personal injuries, known or unknown, death or property damage resulting or arising from an accident or event which may occur while on, or boarding, or disembarking from any boat or facility used by the Released Party or as a result of participation in Activities conducted by the Released Party whether caused solely or in part by the negligence, of the Released Party. Participant agrees to indemnify the Released Party and each of them from any loss, liability, damage or cost they may incur due to Participant’s participation whether caused solely or in part by the negligence of the Released Party.

Participant hereby assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of the Released Party or otherwise while participating in Activities conducted by the Released Party or where Participant is present on their premises. Participant expressly agrees that this Agreement releases, waives and indemnifies Released Party and is intended to be as broad and inclusive as permitted by the law and that if any portion of this Agreement is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

I hereby authorize CSNOI and those acting pursuant to its authority to: (a) record the Minor’s likeness and voice on a video, audio, photographic, digital, electronic, or any other medium and (b) use, reproduce, exhibit, or distribute any medium (e.g. print publications, video, internet) these recordings for any purpose that CSNOI deems appropriate, including promotional and/or advertising efforts.

Participant further states that Participant has carefully read the Agreement and understands the contents thereof as it relates to Participant and sign this Agreement as his or her own free act of Participant to participate in the said Activity.

Participant further releases the Released Party from any claim whatsoever on account of first aid, treatment or services rendered by Released Party to Participant. This Agreement contains the entire agreement between the parties to this Agreement and the terms hereof are contractual and not a mere recital.

Participant:

Name: _____

Email: _____

Signature: _____

Phone Number: _____

Date: _____

