

Waiver of Liability and Assumption of Risk

(Please note: This is a legal document. You are urged to read it carefully.)

You are about to go sailing on a sailboat owned by Shake-A-Leg, Inc. d/b/a Sail To Prevail, Newport, Rhode Island. In order to enjoy your sail and to make the sail a safe activity, you must comply with all of the rules and regulations of Shake-A-Leg, Inc. d/b/a Sail To Prevail. If you have questions, please contact the Sailing Director (401-849-8898).

- **EVERYONE USING Shake-A-Leg, Inc. d/b/a SAIL TO PREVAIL BOATS MUST WEAR LIFE JACKETS AT ALL TIMES**
- **ALL BOATS MUST DOCK ONLY AT THE Shake-A-Leg, Inc. d/b/a SAIL TO PREVAIL SAILING CENTER.**
- **NO ALCOHOLIC BEVERAGES ARE PERMITTED WHILE USING Shake-A-Leg, Inc. d/b/a SAIL TO PREVAIL BOATS.**
- When sailing, stay away from yachts anchored, passing vessels and be careful while moving through harbor channels.
- Soft sole (not black) shoes must be worn while using Shake-A-Leg, Inc. d/b/a Sail To Prevail boats. We also suggest you bring along wind and rain gear, sunglasses and sunscreen.

I, the undersigned, seek to participate in the 2012 Shake-A-Leg, Inc. d/b/a Sail To Prevail Sailing program conducted by Shake-A-Leg, Inc. d/b/a Sail To Prevail, a Rhode Island non-profit corporation.

I have been informed and am fully aware of:

1. The specific risks associated with participation in sailing;
2. That in route to or from, at, or in the vicinity of the sailing area, I may be exposed to risk of personal injury, including loss of life or limb, or I may suffer property damage or loss;
3. That Shake-A-Leg, Inc. d/b/a Sail To Prevail gives no assurance or warranties whatsoever as to the safety of persons participating in sailing.
4. That the term "Shake-A-Leg, Inc. d/b/a Sail To Prevail" as used in this instrument, shall mean that Shake-A-Leg, Inc. d/b/a Sail To Prevail and its Directors, Officers, Employees, Agents, Contractors, Independent Lessees, Licensees, and their respective legal representatives, heirs, executors, administrators, successors and assigns, and any one or more of such persons or entities.

In consideration of Shake-A-Leg, Inc. d/b/a Sail To Prevail extending me the privilege of participating in the Sailing program, I fully assume all risks in connection with my participation in the Sailing program and in particular, without limitation.

1. To the extent permitted by law, I and my heirs, representative, executors or administrators and my undersigned parent or guardian (if any) remise, release, indemnify, acquit and hold harmless and forever discharge Shake-A-Leg, Inc. d/b/a Sail To Prevail from any and all liabilities, obligations, damages, penalties, claims, actions, causes of action, demand, judgments, executions, costs, charges, loss of services, expenses, compensation, and any and all other claims whatsoever, both at law and in equity, including, without limitation, attorneys' fees, which I may have or may be incurred by, or asserted against me by reason of any occurrences during the period of my travel to and from the Shake-A-Leg, Inc. d/b/a Sail To Prevail Sailing program, or during my participation therein, whether resulting from acts or omissions of any persons, from the operation or condition of facilities or premises, or from acts of God or nature, or for whatever reason.

2. I agree that this instrument shall be governed by and construed in accordance with the law of the State of Rhode Island, and shall be binding upon my legal representatives, heirs, executors, administrators, successors and assigns.

3. I understand and agree that Shake-A-Leg, Inc. d/b/a Sail To Prevail has reserved the right to, and at any time in its sole discretion, cancel sailing or revoke any permission granted to me to participate in it.

4. I hereby acknowledge that I have been provided an opportunity to read this document, that I am fully aware of its legal effect, that I am executing it of my own free will and for my benefit in order to gain permission to participate in the Sailing program and that, in doing so, I have not been subjected to any form of coercion or duress by any member of Shake-A-Leg, Inc. d/b/a Sail To Prevail.

I grant to Shake-A-Leg, Inc. d/b/a Sail To Prevail full permission to videotape, film, photograph & audio tape my participation in the Shake-A-Leg, Inc. d/b/a Sail To Prevail Sailing program, and further grant Shake-A-Leg, Inc. d/b/a Sail To Prevail permission to use said video tape, film, photograph & audio tape in any educational, documentary, public relations or fundraising activity including, but not limited to, release for any media account of the Sailing program.

Executed on this _____ day of _____, 20_____

Participant: _____
Print Name

Signature

Guardian: _____
Print Name

Signature

Witness: _____
Print Name

Signature