



2012 RELEASE AGREEMENT

- A separate agreement is required for each child, minor or adult.
- Parent or legal guardian for children under age 18 must sign agreement s for self and on behalf of child.
- Participation in any program/event of the Northwest Maritime Center and Wooden Boat Foundation constitutes acceptance of these Waiver of Claims of Limitations of Liability Terms, with or without a confirming signature.

PLEASE PRINT:

Participant Name: _____ Age (if under 18): _____
FIRST M.I. LAST

PARENT/GUARDIAN OF MINOR PARTICIPANT (if under 18):

Name of Parent/Guardian of Minor: Mr./Mrs./Ms. _____
PLEASE CIRCLE FIRST M.I. LAST

Medical Release/Authorization: I hereby give permission to the Northwest Maritime Center and Wooden Boat Foundation staff and/or any adult member of the participating group to transport myself/my child to a doctor and/or hospital for treatment. I authorize all medical, surgical, diagnostic and hospital care procedures which may be performed or prescribed for myself/or my child by a licensed physician or hospital, when efforts to contact me are unsuccessful, and when deemed immediately necessary or advisable by the physician to safeguard myself/or my child. I waive my right of informed consent to such treatment. *If, for religious or other reasons, you wish NOT to authorize treatment, please attach a letter of explanation.*

Participation Liability Release: I acknowledge that I have voluntarily chosen and hereby grant permission for myself/my child to participate in a program/event conducted by the Northwest Maritime Center and Wooden Boat Foundation. Specifically, on my own behalf, and if a parent or authorizing adult, on behalf of my child and all other related or affiliated participants, I agree as follows:

Waiver of Claims: I/my child recognize that Northwest Maritime Center and Wooden Boat Foundation and affiliated parties' vessels, equipment, and facilities may not be safe at all times or under all circumstances. I/my child further recognize the inherent dangers of sailing and water-related activities. I/my child, as a specific condition of participation, therefore release and waive any and all claims for property damage or personal injury resulting from the actions of the Northwest Maritime Center and Wooden Boat Foundation, its employees, and/or volunteers, and/or any affiliated third parties. Without limiting the foregoing, I/my child specifically waive all claims against the Northwest Maritime Center and Wooden Boat Foundation, its employees, and/or volunteers, and/or affiliated third parties, for any and all direct, incidental, and consequential damages relating in any way to the Northwest Maritime Center and Wooden Boat Foundation, its programs or events.

Limitations of Liability: Without limiting the foregoing, I/my child hereby further consent to the specific limitation of liability of the Northwest Maritime Center and Wooden Boat Foundation, its employees, and/or volunteers, and/or affiliated third parties, under any and all claims by me/my child, whether direct, indirect, or to be paid to a third party, to refund of my/my child's participation fee. I agree that under no circumstances will any claim that I/my child make, direct or indirect, of whatever kind or nature, against the Northwest Maritime Center and Wooden Boat Foundation, its employees, and/or volunteers, and/or affiliated third parties, exceed my/my child's participation fee. I/my child expressly recognize and agree that the Northwest Maritime Center and Wooden Boat Foundation, its employees, and/or volunteers, and/or affiliated third parties, are under no circumstances liable for the conduct of any other parties during or related to a Northwest Maritime Center and Wooden Boat Foundation program. I/my child expressly waive any claims for personal injury, property damage, or otherwise, against the Northwest Maritime Center and Wooden Boat Foundation, its employees, and/or volunteers, and/or affiliated parties, caused by or related in any way to the conduct of other parties.

Own Insurance: I/my child understand I/we are strongly advised to procure our own prudent levels of insurance for our property, our children, and ourselves covering program/event participation. I/my child understand and recognize, under the Waiver of Claims and Limitation of Liability above, that I/my child must and will look solely to my/my child's own insurance, if any, for any loss occurring at, or relating to, any Northwest Maritime Center and Wooden Boat Foundation program/event. I/my child understand and agree that the Northwest Maritime Center and Wooden Boat Foundation has no obligation to procure insurance on my/my child's behalf.

Indemnification: I/my child understand and agree on behalf of all other related or affiliated parties, including minors, participating with me/my child, that these parties are also subject to the above Waiver of Claims and Limitations of Liability. I expressly consent to this Waiver of Claims and Limitation of Liability on behalf of such parties. I/my child agree to completely indemnify and hold harmless the Northwest Maritime Center and Wooden Boat Foundation, its employees, and/or volunteers, and/or affiliated third parties, from any claim from any third party, minor or otherwise, participating in connection with my/my child's participation in any Northwest Maritime Center and Wooden Boat Foundation program/event or under the authority of myself/my child, except that arising solely from the negligence of the Northwest Maritime Center and Wooden Boat Foundation, to the maximum extent permitted by law. Understanding that damages may be caused to others by or related to my/my child's participation in a Northwest Maritime Center and Wooden Boat Foundation program, I/my child agree to completely indemnify and hold harmless the Northwest Maritime Center and Wooden Boat Foundation, its employees, and/or volunteers, and/or affiliated third parties, from any claim from any third party arising from or related to my/my child's participation, plus all costs, expert fees, and attorneys fees, except that arising solely from the negligence of the Northwest Maritime Center and Wooden Boat Foundation, to the maximum extent permitted by law.

No Modification/Consent by Participation: This Waiver of Claims and Limitation of Liability may not be bypassed or modified by any person without the express written consent of the Board of Directors of the Northwest Maritime Center and Wooden Boat Foundation. This Waiver of Claims and limitation of Liability affects your rights; State law and/or Federal law may give you other rights.

Note: Participation in any program/event of the Northwest Maritime Center and Wooden Boat Foundation constitutes acceptance of these Waiver of Claims and Limitations of Liability Terms, with or without a confirming signature.

Rules: I/my child agrees to follow all safety procedures as set forth by the Northwest Maritime Center and Wooden Boat Foundation while participating in any Northwest Maritime Center and Wooden Boat Foundation program/event; to not engage in any disruptive, reckless or irresponsible behavior; to display care in the use of program boats and equipment; to repair or replace all equipment or property damaged by myself/my child whatever the cause. Failure to abide by these rules may result in suspension or expulsion from the program/event, which will result in forfeiture of tuition/fees and immediate dismissal.

Photo Release: I hereby give permission for the Northwest Maritime Center and Wooden Boat Foundation staff and/or any person acting on their behalf to photograph myself/my child and allow the Northwest Maritime Center and Wooden Boat Foundation to use these pictures as it sees fit. I release all publication rights to said photos.

I state that I am of lawful age and legally competent to sign this affirmation and release; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document as my voluntary act and intend to be bound by these terms. I HAVE FULLY INFORMED MYSELF OF THE CONTENT OF THIS AGREEMENT BY READING IT BEFORE I SIGNED IT.

X_____ Date ___/___/___
Participant's Signature (or parent/guardian of minor)

_____ Natural/Adoptive Parent

_____ Legal Guardian

Revised: January 12, 2012

THE NORTHWEST MARITIME CENTER & WOODEN BOAT FOUNDATION

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