

U.S. COAST GUARD AUXILIARY RELEASE, WAIVER, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT (“Agreement”)

PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT YOU ARE AGREEING TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

The undersigned, and if under the age of 18 years, his or her parent or legal guardian, in consideration of being allowed as a guest aboard a Coast Guard Auxiliary operational vessel (“the Activity”):

1. **HEREBY RELEASES, WAIVES, AND COVENANTS NOT TO SUE** the United States, its members, employees, agents, and representatives, to include the Coast Guard, the Coast Guard Auxiliary, the owner(s), coxswain, and crew of this Auxiliary vessel (the Releasees), FROM ALL LIABILITY to the undersigned, his/her personal representative, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, and any claim or demands on account of injury to the person or property or resulting death of the undersigned arising out of or related to the Activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, it being specifically understood that the Activity includes risks associated with boating, including, but not limited to musculoskeletal injuries, cardiovascular incidents, or drowning, which could result in physical or emotional injury, paralysis, death or damage to persons or property.

Initials _____

2. **HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS** the Releasees FROM AND AGAINST ANY LOSS, LIABILITY, DAMAGE, OR COST THAT SUCH RELEASEES MAY INCUR AS A RESULT OF SUCH CLAIM, including, but not limited to, attorneys’ fees or other costs of litigation, whether caused by the Releasees, participant or otherwise.

Initials _____

3. **HEREBY ACKNOWLEDGES THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH BEING ON BOARD OR IN PROXIMITY TO A WATERCRAFT AND FREELY ACCEPTS AND FULLY ASSUMES ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.** The undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.

Initials _____

4. **HEREBY CERTIFIES** that I or my child is physically fit and of sufficient sound health to participate in the activity and that I assume the risk of aggravating any pre-existing medical or physical condition that I or my child have and voluntarily elect to participate in the Activity.

Initials _____

5. **HEREBY AGREES** that this Agreement extends to all acts of negligence by the Releasees, including rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Activity is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Initials _____

6. **HEREBY AGREES** that I have read this Agreement and fully understand its terms. I understand that I AGREE TO GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I understand that this means that I AGREE TO NOT SUE ANYONE if I or my child are injured, killed or sustain property damage, EVEN IF SUCH INJURY, DEATH, OR PROPERTY DAMAGE IS CAUSED BY SOMEONE’S NEGLIGENCE and I HAVE SIGNED FREELY AND VOLUNTARILY without any inducement, assurance, or guarantee being made to me and I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Initials _____

Signature _____ Date _____

Print name and phone no. _____

If signing for minor, print minor’s name _____