



**COLLEGE OF CHARLESTON SAILING ASSOCIATION and DAY CONTRACT
LIABILITY RELEASE AND WAIVER AGREEMENT
(for Adults)**

1. I, the undersigned Participant, am at least 18 years of age and desire to periodically visit and bring guests to the sailing facilities of the College of Charleston (“College”) and to use the sailing equipment of the College including, but not limited to, the College’s sailing boats, the dock and facilities and all related equipment (the “Property”), with or without the guidance, supervision or presence of College personnel (“the Activity”).

2. I understand that the College of Charleston is the owner or lessee of the Property, I will use the Property and engage in the activity only for the intended purpose of sailing and/or learning how to sail safely, responsibly, and legally and in accordance with the Terms and Conditions of College of Charleston Sailing Association Membership printed on the reverse side of this and made part of this Agreement. I fully understand and appreciate the dangers, hazards, and risks that may arise from engaging in the Activity. These dangers, hazards, and risks can result in damage or loss to property and/or injury and impairment to my body, general health, well-being, and could include serious or even fatal injuries.

3. Knowing the dangers, hazards, and risks of the Activity and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, guests, spouse, heirs, and personal representative(s) (the “Releasers”), I agree to assume all the risks and responsibilities surrounding my participation in the Activity, including paying for injury/damage to persons/property that I directly or indirectly cause. On behalf of myself and the Releasers, I hereby covenant not to sue the College of Charleston, or its trustees, officers, representatives, and employees (“Releasees”), and I hereby release, waive, and forever discharge the Releasees from and against any and all liability for any harm, injury, damage, claims demands, actions causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me or a Releasers, arising out of, or related to, the Activity. I further agree to indemnify, defend and hold harmless the Releasees from and against any loss, liability, damage or cost, including court costs and attorneys’ fees that may arise due to my participation in the Activity. It is my expressed intent that this Liability Release and Waiver Agreement shall bind me, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a legally binding release, waiver, discharge and covenant not to sue the Releasees.

4. I agree to abide by all instruction and guidance I may be given by any designated College representative at all times regarding directives for the Activity as well as the use and maintenance of the Property. I do not suffer from a physical or mental impairment that would limit my ability to safely participate in Activity.

5. I understand, agree and hereby grant Releasees permission to authorize emergency medical treatment for me, if they deem necessary and when arising out of the Activity and that such action by Releasees shall be subject to the terms of this Liability Release and Waiver Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment and that I am solely responsible for the payment or my own medical bills and the cost of any medical treatment I may receive.

THIS IS A LEGAL AGREEMENT AND INCLUDES A RELEASE OF LEGAL RIGHTS.

I HAVE READ AND UNDERSTAND IT.

Signature: _____ Date: _____

Print Name: _____ Phone# _____ Email _____

Emergency Contact: _____ Phone # _____

TERMS AND CONDITIONS OF ASSOCIATION AND DAY CONTRACT MEMBERSHIP

As a condition of receiving and maintaining membership/using a day contract through the College of Charleston Sailing Association I agree to each and all of the following:

1. To use C of C sailboats only during designated days and hours, only when the dock attendant is on duty, and only in accordance with safe sailing practices and protocol.

Normal hours of operation:

WEDNESDAY through SUNDAY – 10:00am – 5:00 pm (6:00pm during daylight savings time)

2. To pay a guest fee of \$5.00 per day per non-member guest and to be solely responsible for the safety of my guests.

3. To abide by the directions of the dock attendant, including weather/traffic and also as to:

- The proper sail combination for that day including reefing

- The proper method of leaving and returning to the marina

- Sailing only in designated sailing areas-Never sail beyond area south of a line between Ft. Sumter and Ft. Moultrie, north of the Ravenel Bridge, or north of a line between the Red Nun #3 and the flag at the Coast Guard Base on the Ashley River. Be sure to consult your supplied laminated chart and check with your dock attendant with ***any*** questions.

- Never attempting to dock ***ANYWHERE*** other than the C of C Marina unless in an absolute emergency.

4. To properly rig and unrig your assigned boat.

5. To dry all sails before storing if feasible.

6. To properly secure your boat at the dock and ensure that all lines are in proper order.

7. To clean your boat thoroughly inside and out and hose off deck hardware.

8. To report all malfunctions and / or damage to the dock attendant both before and after sailing.

9. To accept financial responsibility as detailed in the membership agreement.

10. To promptly pay a fee of \$100.00 each time your boat is grounded.

Initials

Date