DC Sail – District Community Sailing
The Gangplank Marina
600 Water Street, SW
Washington DC 20024
www.dcsail.org – info@dcsail.org

☐ Member
☐ Guest of Member
☐ Group Sail Participant

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

NOTICE: This release form is a contract with legal consequences. Please read carefully before signing.

Prior to using DC Sail equipment and facilities I hereby freely and voluntarily agree to the following representations, waivers and agreements.

I know and understand that sailing is an activity with a risk of personal injury, property damage and death. I agree that I am responsible for abiding by all of DC Sail's rules and safety precautions including wearing a Personal Flotation Device (PFD) at all times when in the vicinity of the water, both on the dock and the boat. While participating in any DC Sail activity, I agree to operate the program's watercraft in a safe and proper manner and to observe the rules of safe seamanship at all times. I certify that I have no undisclosed physical or medical condition, which, to my knowledge would endanger myself or others while I participate in DC Sail activities. I hereby consent to receive treatment in the event of my injuring, accident, and/or illness during any DC Sail activity.

Being fully aware of the risks, conditions, and hazards associated with sailing**,** I HEREBY ACKNOWLEDGE that DC SAIL and THE NATIONAL MARITIME HERITAGE FOUNDATION, GANGPLANK MARINA, and the GOVERNMENT OF THE DISTRICT OF COLUMBIA, their directors, elected officials, officers, employees, founders, members, sponsors, and other organization-affiliated individuals and/or entities are not responsible for injury, illness, death, or damage to personal property. I FURTHER AGREE TO WAIVE, RELEASE AND DISCHARGE for myself, my heirs, executors, administrators, legal representatives, assignees and successors an interest in any and all claims of damages for death, personal injury or property damage which I may have or which may result from my participation in a DC Sail activity. I agree that this is regardless that such injury or damage was the result of negligence or carelessness on the part of the persons or entities mentioned above, and whether such injury or damage was foreseeable or not, including such claims regarding the design, condition of any equipment utilized by me in all activities.

I further agree to forever HOLD HARMLESS and INDEMNIFY all person and entities identified above, specifically from any and all liability for death, personal injury or property damage resulting from my participation in DC Sail activities of any kind.

I also agree, for myself and my successors, that the above representations are not mere recitals and that they are binding: and that should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such a claim unless they are found liable for willful and wanton negligence. This document contains the entire agreement between the parties and if any term of provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain biding and enforceable.

I acknowledge that I am 18 years of age or older, and that I have read and understand the contents of this document.

_____	_____	_____
(Please PRINT Name Here)	(Signature)	(Date)