

## **Training Waiver**

Each participant in any boat-related training (the "Training") provided by SaferBoater and/or its employees and/or third-party contractors (collectively, "SaferBoater") must complete their own waiver.

**Full Legal Name :** \_\_\_\_\_ **Phone :** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Email :** \_\_\_\_\_ **Address :** \_\_\_\_\_

**City :** \_\_\_\_\_ **State :** \_\_\_\_\_ **Zip Code :** \_\_\_\_\_

This release and waiver is a legal document. It is referred to herein as the Agreement and it is entered into in connection with my participation in the Training. I enter into this Agreement on behalf of myself and intend to bind myself, my representatives, assigns, successors, administrators and anyone else claiming by or through me, including but not limited to any representative(s) of my estate, to the terms hereof.

**To my knowledge I am in good physical and emotional health equivalent to the demands of this outing, and I have Read, Understand, and Agree with the RESPONSIBILITIES section above and set forth herein**

I Understand and Agree \_\_\_\_\_ (Initial)

## **Health Declaration**

I do not have any medical or physical condition that could interfere with my safety or health while in participating in any Training, including, but not limited to, any pre-existing medical condition; bone condition; circulatory problem; heart and/or lung condition; back or neck condition; high blood pressure; a history of spinal, musculoskeletal, or head injury; or recent surgery. Furthermore, if I experience dizziness, instability or lightheadedness, I understand that the movement of the boat may increase that effect. I will not be under the influence of alcohol or any drugs, whether or not such drugs have been prescribed by a physician, at any time during my participation in any Training. I represent I have adequate medical and property insurance to cover any treatment required if I suffer any injury, and to adequately compensate me for any and all other loss or damage I may suffer as a result of and/or cause while participating in any Training. Without limiting the foregoing or anything to the contrary contained herein, I acknowledge and agree that in the event I have any medical or physical condition that could affect my participation in the Training, I will inform the individual providing the Training prior to participating in such Training of such condition and will provide relevant instructions and/or directions in connection with such condition. I acknowledge and agree that my Training may be cancelled or rescheduled depending on the nature and/or severity of such condition in SaferBoater's sole discretion.

## **ASSUMPTION OF RISK**

I hereby personally assume all risks of any kind of any death, injury, or other damages to myself, my property or the property of others which may in any way, whether foreseeable or not, arise out of my participation in the Training and/or from the actions, specifically including negligent acts or omission, of all persons involved either directly or indirectly in the Training. Furthermore, I agree to defend, indemnify, and hold harmless SaferBoater from damages to any persons or property resulting from any act or omission by me or any other person in connection with the Training.

## **RELEASE AND WAIVER OF ALL CLAIMS**

For valuable consideration, including, but not limited to, the opportunity to participate in the Training, I HEREBY EXPRESSLY RELEASE, DISCHARGE, HOLD HARMLESS FROM, AND WAIVE ANY AND ALL CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH), WHETHER FORESEEABLE OR NOT, ARISING FROM NEGLIGENCE, CARELESSNESS, STRICT LIABILITY OR OTHERWISE which I may presently or at any time in the future possess against anyone associated with the Training, including, but not limited to, SaferBoater and any other persons or entities with which SaferBoater has any connection, that are involved my participation in the Training, or which may presently or in the future arise out of, or in any manner occur in connection with my participation in the Training.

## COVENANT NOT TO SUE

I agree never to pursue any claim or institute any lawsuit or action at law or otherwise against SaferBoater, nor initiate or assist in the prosecution of any claim or cause of action for damages or injury, that I may have either now or at any time in the future, by reason of any loss or injury (including death) to my person or property relating to or arising out of the activities contemplated by or in this Agreement and my participation in the Training.

## USE OF NAME, IMAGE, ETC.

I hereby grant permission to SaferBoater to film, videotape and record me, free of charge, as it relates to my attendance at and participation in the Training, and I acknowledge and agree that SaferBoater shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all or any portion of the Training in which I may appear in any print materials and in any other format or media (including electronic media) now known or hereinafter devised in perpetuity without compensation and free of charge.

I Understand and Agree \_\_\_\_\_ (Initial)

## EMERGENCY CONTACT

Contact Name \_\_\_\_\_

Emergency Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Relationship \_\_\_\_\_

## PARTICIPANT INFORMATION

Participant's Date of Birth : \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signed on Date : \_\_\_\_\_, 20\_\_\_\_

X \_\_\_\_\_

Participant or Guardian of Minor

Please Check a Box :

I am Signing for Myself  
I am Signing for a Minor

<input type="checkbox"/>
<input type="checkbox"/>