



CAPTIVA ISLAND YACHT CLUB

WAIVER AND RELEASE OF LIABILITY; ASSUMPTION OF RESPONSIBILITY

NAME: _____

ADDRESS: _____

ARE YOU UNDER 21? YES NO (IF SO, IN ADDITION TO USER, A GUARDIAN OR PARENT MUST SIGN BELOW)

DATE: _____

I hereby acknowledge that I understand that boating constitutes an inherently dangerous activity. In consideration of being permitted to use watercraft, including, but not limited to, boats, sailboats, paddleboards, canoes and kayaks owned by the Captiva Island Yacht Club (hereinafter "CIYC Watercraft") and equipment of any kind used therewith and owned by the CIYC, including, but not limited to, lifejackets, dolleys, paddles, docks and floats, (hereinafter "CIYC Equipment") I hereby agree, warrant and represent the following:

- I have read and understand the Rules for Member Use of Captiva Island Yacht Club Boats
- I am solely responsible for the inspection of any CIYC Watercraft or CIYC Equipment I or an invitee of mine or my family use and am sufficiently knowledgeable as to whether or not it is fit for its intended use. No agents or representatives of CIYC have made any representations to me as to the fitness of any CIYC Watercraft or CIYC Equipment.
- I agree to and will only use CIYC Watercraft and CIYC Equipment in a manner for which it has been particularly designed or intended.
- I am familiar with the surroundings in which I and any invitee of mine or my family will use the CIYC Watercraft, and am sufficiently knowledgeable as to any particular hazards therein. I will not rely on any statements of agents or representatives of CIYC concerning local conditions.
- I am solely responsible for determining whether or not it is safe to operate the CIYC Watercraft given the weather conditions for the period in which I will use it.
- Although agents or representatives may have provided me with a list of contacts I may make in an

emergency, I will not rely upon, and I acknowledge that CIYC cannot and has no obligation to provide any rescue assistance should I become stranded or suffer any other event which may require assistance.

- I will inform a friend, family member, or some other third party of my expected departure, my intended travel area and return time. I acknowledge that CIYC does not maintain any record as to when it expects the exact return of its equipment, and I will not rely on CIYC to notify anyone should I fail to return at my intended time.

In conjunction with the warranties and representations above, I hereby accept and assume all risks associated with the use by me or any invitee of me or my family of any CIYC Watercraft or CIYC Equipment and further I, along with my personal representatives, heirs, executors and administrators, and assigns hereby release and waive any and all claims against and discharge and covenant not to sue the CIYC, its members, officers, directors, employees, agents, successors or assigns for any damages including but not limited to any bodily or emotional/mental injuries, death, economic losses, or property damages result or arising from my use or use by an invitee of mine or my family of CIYC Watercraft or CIYC Equipment.

I expressly agree that this waiver, release, and assumption of risk is intended to be as broad and inclusive as permitted by applicable law and that if any portion of this agreement is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

I further agree that in addition to the covenants stated above, I will be responsible for any damages suffered by third parties as a result of my use or the use by any invitee of mine or my family of CIYC Watercraft or CIYC Equipment, and will hold the CIYC, its members, officers, directors, employees and agents harmless from any such claims. Should I or any invitee of mine or of my family lose or damage any CIYC Watercraft or CIYC Equipment beyond the condition in which it was received by me or my invitee, or fail to return it within 24 hours, I agree to reimburse CIYC for the replacement cost thereof. I agree to pay any and all attorney's fees incurred by CIYC in order to collect said damages.

I agree that any action suit or proceeding arising out of or relating to this agreement shall be brought in a court of competent jurisdiction within Lee County, Florida.

Whereby, I reaffirm that I have carefully read this document and by my signature agree to all the terms herein.
