

Blue Water Surrender, Inc., a Florida Not-for-Profit Corporation
RELEASE AND WAIVER OF LIABILITY

NOTICE: This form contains a release and waiver of liability and when signed is a contract with legal consequences. Please read it carefully before signing your name.

Volunteer (check) **Participant (check)** **Minor Volunteer/Participant (check)**

To Blue Water Surrender, Inc.: In consideration of the opportunity afforded to me to be a volunteer/participant in the activity described herein, I, the undersigned volunteer/participant, or parent/guardian, freely agree to and make the following contractual representations and agreements.

I, the undersigned volunteer/participant or parent/guardian, do hereby knowingly, freely, and voluntarily assume all risk and liability for any damage or injury that may occur as a result of my own or my dependent's participation in the activity and agree to **release, waive, discharge, and covenant not to sue Blue Water Surrender, Inc.**, its officers, agents, employees, board members, and volunteers from any and all liability or claims that may be sustained by me or a third party directly or indirectly in connection with, or arising out of participation in any Blue Water Surrender, Inc. activity, whether caused in whole or in part by the negligence of Blue Water Surrender, Inc. or otherwise. I consent to having photos and videos taken of me or my dependent for promotional use only, to be used in but not limited to websites, publications, media, and/or publicity outlets. I agree that there will be no monetary compensation for such use.

I, the undersigned volunteer/participant, or parent/guardian, have read this form, fully understand its terms, and understand that I, on behalf of myself or my dependent have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agree that if any portion of this contract is held to be invalid the balance notwithstanding shall continue in full legal force and effect.

I have obtained insurance as required by Blue Water Surrender, Inc., proof of which is attached to this release. **[BWS official to confirm ____.]**

Notice to the Minor Child's Parent/Guardian: Read this form completely and carefully. You are agreeing to let your minor child engage in a potentially dangerous activity. You are agreeing that, even if Blue Water Surrender, Inc. uses reasonable care in providing this activity, there is a chance your child may be seriously injured or killed by participating in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this form you are giving up your right and your child's right to recover from Blue Water Surrender, Inc. in a lawsuit for any personal injury, including death, to your child or any property damage that results from the risks that are a natural part of the activity. You have the right to refuse to sign this form, and Blue Water Surrender, Inc. has the right to refuse to let your child participate if you do not sign this form.

1. I, the releasor, being of lawful age, in consideration of being permitted to participate in the activities described herein: **inshore and offshore sailing and staying aboard the vessel "Adonai," and riding in that vessel's dinghy; swimming and snorkeling in open water/ inshore; boarding/exiting vessels; fundraising events; travel and sightseeing outside the United States, including travel by way of motor vehicles and watercraft; volunteer work and activities in orphanages, churches and villages outside the U.S.;** offered by Blue Water Surrender, Inc., do for myself, my heirs, executors, administrators, and assigns hereby release and forever discharge Blue Water Surrender, Inc., its officers, agents, employees, board members, and volunteers, and their assigns and successors from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage resulting or to result from any accident which may occur as a result of participation in a Blue Water Surrender, Inc. activity or **any activities in connection with participation in a Blue Water Surrender, Inc. activity**, whether such injury, death or property damage is a result of negligence or not.

2. I further release all officials and professional personnel from any claim whatsoever on account of first aid treatment or services rendered to me or my dependent during participation in any Blue Water Surrender, Inc. activity.

3. I understand that there are risks associated with these activities, and that there is a risk of serious injury or death to me or my dependent if I participate in a Blue Water Surrender, Inc. activity, and I assume the risk of any injuries, including death, that may be sustained during any of these activities.

4. I understand that any kind of violent behavior, abusive language, or sexual harassment (including unwanted sexual advances) will not be tolerated and may result in expulsion from any Blue Water Surrender, Inc. activity, as well as legal consequences.

5. I understand that photographs or videos of me or my dependent may be used in Blue Water Surrender, Inc. publications and news releases without my consent.

6. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

7. I further state that I have carefully read the foregoing release and know its contents and sign the release as my own free act.

If the participant is a minor, the undersigned parent or guardian warrants and represents that this release, its significance and the assumption of risk has been explained to and understood by the minor child.

Date: _____
Activity or Event: _____
Name of Participant/Volunteer (Print): _____ (Signature): _____
Name of Parent/Guardian (Print): _____ (Signature): _____