



**CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND
LIABILITY WAIVER AND RELEASE AGREEMENT**

IN CONSIDERATION of being permitted to participate in the Commodore’s Cruise program provided by the Occoneechee Council of the Boy Scouts of America, Incorporated (“the Council”) for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives, or assigns I hereby agree and acknowledge to each of the following:

ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all of the risks of participating in the cruise in which I am about to engage may include (1) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (2) any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (3) collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (4) the presence of and/or injury, illness or death resulting from insects, animals and marine life forms; (5) equipment failure, operator error, transportation accidents; (6) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; (8) slippery decks and/or steps when wet; (9) specific activities that are not mentioned above, but which are shown on the Exhibit “A” attached hereto and incorporated herein by reference.

Initials _____

I specifically acknowledge that I/my minor have been given instructions and training in the safe use of the type of equipment used during this cruise to my complete satisfaction, I understand them fully and I am physically and mentally able to participate in the cruise which I am about to engage, or my minor is physically and mentally able to participate in the cruise

Initials _____

I understand that past or present medical conditions may be contraindicative to my or the minor for whom I am responsible’s participation in the Commodore’s Cruise. I affirm that I/my minor is not currently suffering from a cold or congestion or have an ear infection. I affirm that I/ my minor do not have any infectious disease or illness (e.g., COVID or similar variants). I affirm that I/my minor do not have a history of seizures, dizziness, or fainting, nor a history of heart conditions (e.g., cardiovascular disease, angina, heart attack). I further affirm that I/my minor do not have a history of respiratory problems (e.g., emphysema or tuberculosis). I affirm that I am/minor is not currently suffering from back, spine and/or neck injuries. I affirm that I/my minor is not currently taking medication that carries a warning about any impairment of my physical or mental abilities. I/my minor have/has completed a BSA Medical Form, Parts A,B, and C, for High Adventure participation, and all of the answers therein are true and correct, to the best of my knowledge.

Initials _____

I understand that each of the sailing craft participating in the Commodore's Cruise are owned and operated by Volunteer Boat Owners and or Operators ("VBOs"). I understand that each VBO is an uncompensated volunteer, who is giving his time and resources to participate in the cruise, is paying a participant fee, and is only receiving reimbursement for fuel or other consumables, the cost of which is being split between all of the Commodore Cruise participants. I understand that the VBOs are not necessarily US Coast Guard licensed captains, and the VBOs are not operating, nor offering to operate, as US Coast Guard licensed captains; and the cruise in which I or my minor is participating is not a "passenger for hire" situation. The VBOs are not renting or chartering their boats to the participants or to Council.

Initials _____

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of the **Commodore's Cruise** sponsored by the Council, upon which I am about to engage, whether identified above or not (I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). My/Our participation in the cruise is completely voluntary. I assume full responsibility for myself and any minor for whom I am responsible. This responsibility that I assume on my behalf and that of any minor, or those minors for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while we prepare for or participate in the activity.

I COMPLETELY UNDERSTAND AND AGREE TO ACCEPT ALL RESPONSIBILITY ON BEHALF OF MYSELF AND ANY MINOR FOR WHOM I AM LEGALLY RESPONSIBLE, EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.

Initials _____

This Agreement shall be governed by the laws of the State of North Carolina. Any legal action relating to or arising out of this agreement against or with respect to the Commodore's Cruise shall be commenced exclusively in the courts of North Carolina. Any legal action relating to or arising out of this Agreement against or with respect to any of the VBOs and/or the Council shall be commenced exclusively in the courts of North Carolina,

I HEREBY RELEASE EACH AND EVERY VBO, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, THEIR INSURERS, TOGETHER WITH THE OCCONEECHEE COUNCIL, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS. THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AND ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY, FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY, PROPERTY LOSS OR DAMAGE (INCLUDING DEATH) TO ME OR ANY MINOR FOR WHOM I AM RESPONSIBLE AS WELL AS ANY OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

Initials _____

I have read this assumption and acknowledgement of risks and release of liability agreement. I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving valuable legal rights including any and all rights I may have against the VBO, the Council, or their employees, agents, servants or assigns.

If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE CRUISE TO HOLD HARMLESS AND INDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE, THE COUNCIL OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH).

To be completed by any participant over 18 years of age.

Print Name: ^{vi}		Date of Birth:	
Address:		Email:	
Signature:		Date:	

To be completed by the Parent/Guardian of any participant under 18 years of age.

Minor's Name: ^{vii}		Minor Date of Birth:	
Address:		<u>Parent/Guardian Printed Name:</u>	
Parent/Guardian Signature:		Date:	

^vEach and every participant must sign and initial the release and complete the details. One document for each participant. ^{viii}If a participant is below 18 years of age a parent/guardian must complete the details.