

RELEASE AND WAIVER OF LIABILITY & INDEMNITY AGREEMENT RE WATERCRAFT (“Agreement”)

In consideration of being permitted by Laurelhurst Beach Club (“LBC”), its agents, officers, trustees, board of directors, members volunteers, employees, successors, assigns and all other persons or entities acting in any capacity on their behalf (collectively referred to herein as “LBC”) to enter the Laurelhurst Beach Club property commonly known as 5055 NE Laurelcrest Lane, Seattle, Washington 98105 (the “Property”) and to participate in its activities and to use its sailboats, kayaks, stand up paddleboards and other nautical equipment (collectively “Watercraft”), I hereby agree to **release, indemnify, discharge and hold harmless and defend** LBC on behalf of myself, my spouse, my marital community, my children, my parents, my guests, my heirs, assigns, personal representative and estate (foregoing collectively referred to as “I”, “my”, “myself” or “we”) from and against any and all liability, and waives any claim for personal injury, death or other loss, arising from or in any way relating to such use as follows:

1. I acknowledge that entering upon the Property and using LBC’s Watercraft could result in physical or emotional injury, drowning, paralysis, death, and/or damage to myself, to property, or to third parties, and such may result from, among things: drowning,; such events as capsizing or sinking, being struck by sail booms, collisions with other watercraft; persons jumping from a dock or high dive onto me while in the water or in/on a watercraft;; and the like. I understand and agree to take all actions necessary and appropriate to minimize or eliminate all risks to me and others to the best of my ability, including but limited to listening to all instructions from LBC staff prior to using LBC Watercraft , and using proper safety etiquette. I understand that the foregoing is not a complete or exhaustive list of all possible risks. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Laurelhurst Beach Club and the Property. Furthermore, LBC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s health or abilities. They may give incomplete warnings or instructions. There is also a risk that LBC employees may be negligent in, among other things, monitoring and supervising use of its Watercraft and in the maintenance and repair of its Watercraft.

2. I expressly agree and promise to accept and assume all of the risks relating to using the Watercraft of the LBC. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. **I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless LBC from any and all claims, demands, or causes of action, which are in any way connected with my use of LBC's Watercraft, including but not limited to any such claims which allege negligent acts or omissions of LBC.**

4. Should LBC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against LBC, I agree to do so solely in the state of Washington, King County Superior Court and I further agree that the substantive law of Washington shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. **I agree that if the participant is a minor, I further agree to defend, indemnify and hold harmless LBC from any and all claims or suits for personal injury or otherwise** which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor relating to Watercraft, including injuries or damages caused by the negligence of LBC.

8. I understand and acknowledge that LBC is relying on the representations, release of liability and indemnity contained herein, that it would not consider granting permission to the undersigned without them, and that such representations, release of liability and indemnity shall remain in full force and effect (during the current LBC season and continuing at all times thereafter) until revoked by delivery of a written revocation, signed by me, to the LBC business office.

9. The undersigned represents and warrants that I have had adequate opportunity to have this document reviewed by independent professional advisors prior to my execution of it. Any modification or amendment of the terms herein must be approved in writing by the LBC board of directors, except for right of the LBC or its employees to revoke the permission granted to the undersigned herein.

10. The term of this Agreement is from the date of its execution by me below until terminated by LBC in writing.

11. I understand that LBC has a policy against the consumption of alcoholic beverages while on the Property, and I agree to abide by that policy as one means of reducing or eliminating some of the risks described above. I agree that I, members of my family, and my guests, shall be bound by all of the rules and regulations of the LBC and a violation of such rules is grounds for revoking access to the LBC facilities and equipment. Further, I understand that the LBC is only open and staffed during its normal hours of operation, and any other entry onto the Property constitutes a trespass for which I may be prosecuted, and that LBC shall not be responsible for any injuries or death I suffer while trespassing on the Property.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during the use by me, my family, or my guests of LBC Watercraft, I may be found by a court of law to have waived my right or the minor participant’s right to maintain a lawsuit against LBC on the basis of any claim from which I have released it herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

LBC Member or Participant (for self and/or minor child)

By: _____
Print name: _____

Date: _____

By: _____
Print name: _____

Date: _____