

VESSEL: “Celtic Song”

Participant Responsibilities, Liability Release and Hold Harmless

Welcome aboard the *Celtic Song*. This vessel is documented in the name of John A. Berol. The Captain of *Celtic Song* is Diane K. Berol (or her designee). Diane K. Berol and John A. Berol, individually and as a married couple, are referred to as “Diane & John” below. Diane & John are allowing “Participants” to participate in recreational boating aboard the *Celtic Song*, with no payment made to or accepted from Participants.

To participate in recreational boating aboard the *Celtic Song* and related activities, each Participant (or if under the age of 18, the Participant and his/her Parent or Guardian) agrees as follows:

1. **Activities.** I understand and agree that the Activities of Participants include: (a) learning and performing the tasks of a cruising sailboat; (b) related activities such as, for example, dingy rides in harbors, dingy rides though swells and surf to and from shore, swimming off of the boat, diving, snorkeling, cliff climbing from dingy to shore, and hiking; and (c) other related activities that may arise and not specifically described here.
2. **Dangers, Safety & Liability.** I understand that there are inherent risks involved with the Activities that could result in serious injury or death, including without limitation, equipment failure, perils of the sea, acts of other participants, adverse sea and weather conditions, drowning, falling, being hit by the boom, and injury to limbs, such as loss of fingers from using a winch. I hereby assume all such risks.

I make a commitment to the Captain and other participants to work with them to keep the Activities as safe as possible. Examples: using a personal flotation device (life jacket), being attentive, keeping lookout, taking care of equipment, following Navigation Rules (COLREGS), being aware of weather conditions, and watching charts. I will use my own judgment in gauging my comfort level with any given situation. I understand and agree that if I feel or perceive an unsafe situation, it is my responsibility to bring it to the Captain’s attention, and to act reasonably and prudently under the circumstances. I assume liability for my own actions as they affect me and others, and I accept this as my personal responsibility.

3. **Medical Care and Insurance.** In participating in the Activities, I realize there is a risk of becoming seriously ill or injured in an area remote from medical care, and that appropriate care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. Diane & John cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities. I represent that I have my own medical insurance that will cover me adequately while I am engaged in the Activities. I agree that Diane & John are not responsible under any circumstances for payment or reimbursement of my medical expenses, my medical insurance, or my medical evacuation.

4. **Health and Medications.** I am in good health and am not aware of any physical, medical, or mental conditions that might endanger me or any other participant in the Activities. If I will need to take any medications while I am acting as a Participant, I will advise the Captain of this before boarding *Celtic Song*; however, the responsibility for such medication remains mine alone. If the voyage is to cross into another country, all medications (even aspirin) may need to be declared by the Captain to Customs. I understand that some prescription medicines which are legal with a prescription in the United States are illegal in other countries, even with a prescription.

5. **Illegal Drugs.** Diane & John prohibit every illegal drug from being aboard *Celtic Song*. As a Participant, I agree to report possession or use of any illegal substance to the Captain. I understand that illegal possession or use would endanger all persons aboard with impaired judgment, criminal prosecution, and loss of the entire vessel by forfeiture.

6. **Alcohol.** I understand that alcohol, if permitted at all, will only be consumed as permitted by the Captain and in accordance with applicable laws. I agree to not let my judgment be impaired by any substance.

7. **No Warranty.** I acknowledge and agree that Diane & John have made no warranties to me. I accept responsibility to make my own judgments as to the fitness of myself, the vessel *Celtic Song*, other participants, and the Captain for their performance of the Activities. In doing so, I will protect myself and others by alerting the Captain and crew of any questions or concerns, and will maintain continuous vigilant attentiveness. In particular, I will alert the Captain to unusual sounds or sights that I do not understand and I will alert the Captain if I see others aboard who appear ill, injured, impaired or incapacitated.

8. **Self-care responsibility.** I will make sure I have adequate sleep, hydration, nutrition, cold weather protection, and sun protection so as to stay well and perform my tasks with care. If I experience illness, injury, thirst, shivering, excess sun, nausea, fear, or incapacity, I will alert the Captain to my condition.

9. **Release of Claims.** Acting for myself and my heirs, personal representatives, executors, assigns, and guardians ad litem, I hereby waive and release Diane & John and their agents, representatives, volunteers, estates, and contractors (“Released Parties”) from any and all claims and liabilities of any kind or nature whatsoever for or with respect to any damage or injury to me or my property, or my death, in any manner arising from the Activities, to the fullest extent permitted by the law, however caused and whether or not arising in whole or in part from the real or alleged negligence of, or any other act or omission of or by any of the Released Parties or other participants.

10. **Hold Harmless.** Acting for myself and my heirs, personal representatives, executors, assigns and guardians ad litem, I also agree to hold all “Released Parties” harmless of and from any and all claims and liabilities of any kind or nature whatsoever for injury or damage to me or my property, or for my death, in any manner arising from the Activities, to the fullest extent permitted by the law, whether or not arising in whole

or in part from the real or alleged negligence of, or any other act or omission of or by any of the Released Parties or other participants.

The undersigned Participant acknowledges that he/she has carefully read this entire document, fully understands all of its contents, and its legal effect, and agrees that this document is binding and is being signed by the undersigned by Participant of his/her own free will.

PARTICIPANT NAME: _____

SIGNATURE: _____

DATE SIGNED: _____

DATE OF BIRTH*: _____

EMERGENCY CONTACT (name, phone):

Parent Consent for Participants under 18 years of age. *

I am parent or guardian of the person named above who is under 18 years of age. Having read and understood the this entire document:

- (a) I consent to my child's engaging in the Activities described above;
- (b) I understand the risks inherent in the Activities and on behalf of my child, assume those risks; and
- (c) I agree, individually and on behalf of my child, to the terms of this document including the (1) Liability Release, (2) Hold Harmless; and (3) the responsibilities of my child as a Participant.

PARENT NAME: _____

SIGNATURE: _____

DATE SIGNED: _____