



Block Island Club Inc

General Waiver and Consent to Medical Treatment

PLEASE READ CAREFULLY

Note: This document constitutes a general waiver of liability, acknowledgment of the inherent risks of certain activities, assumption of responsibility for loss or damage of equipment and consent to medical treatment. This document consists of four parts. All participants must sign where indicated before participating in Block Island Club activities.

PART I: GENERAL WAIVER OF LIABILITY

I hereby recognize that sailing, paddling (including but not limited to kayaking and canoeing) rowing, paddle boarding and other watersports can be hazardous activities that may result in serious injury or death. I accept the risks inherent in the aforementioned activities offered by the Block Island Club, Inc.

I agree to release, hold harmless and indemnify the Block Island Club, Inc., its officers, directors (Board of Governors), employees, members, servants, agents and insurers with respect to any claims for any injury or damage resulting from any cause, including negligence, which arise out of participation in the aforementioned activities. This release is binding as to any other persons, including family members, heirs, assigns, executors and administrators. This release does not apply to gross negligence or intentional acts.

In consideration of the agreement of the Block Island Club, Inc. to offer use of a boat, paddleboard or other equipment to me, I agree to release, indemnify and hold harmless the Block Island Club, Inc., its officers, directors (Board of Governors), employees, members, servants, agents and insurers in the event of any accident, damage or injury resulting from my use of said boat, paddleboard or other equipment. I further agree that I am solely responsible for any expenses incurred due to damage, loss of property or personal injury suffered by the Block Island Club, Inc., members of my party or any third parties, resulting from my use of this boat, paddleboard or other equipment.

I authorize the program organizers or their employees to sanction emergency medical treatment.

By signing this waiver below I hereby agree and affirm that I am waiving certain legal rights. My signature below means I have read, understood, and agree to the conditions and responsibilities as outlined in this Agreement.

PART II: SKIPPER'S ACKNOWLEDGMENT OF RESPONSIBILITY FOR VESSEL, EQUIPMENT AND CREW

In consideration of the agreement by the Block Island Club, Inc. to make a boat available to me, I agree that I am solely responsible for any expenses incurred due to damage, loss of property or

personal injury suffered by the Block Island Club, Inc., myself, members of my crew, or any third party resulting from my use of this boat.

I am aware of and familiar with the risks and dangers inherent in sailing and sailboat racing, I am familiar with the class of boat the Block Island Club, Inc. has made available to me, its use and operation. I will wear a life jacket at any time of operation.

I am aware of the weather conditions, and understand that weather and wind conditions can change rapidly.

I will inspect the boat before departure and will not depart unless I am certain of its soundness and good condition. If I notice a maintenance problem, or if any damage or breakage occurs while I am using the boat, I will report it immediately.

I hereby agree that should any part of this agreement be held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in effect.

I have read and understand the above agreement and, sign this document by my own free act, demonstrating my agreement.

**PART III: RELEASE OF LIABILITY REGARDING REGATTA, RACE OR OTHER SAILING
EVENT ORGANIZED, SPONSORED AND/OR CO-SPONSORED BY THE BLOCK ISLAND
CLUB, INC.**

In consideration of the undersigned's participation in any regatta, race or other sailing event organized, sponsored and/or co-sponsored by the Block Island Club, Inc. the undersigned participant ("Participant"), and if such Participant is a minor, the Participant's parent or legal guardian by countersigning below, on behalf of themselves and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, "Releasers"), hereby forever waive, release and discharge the Block Island Club, Inc., its officers, directors (Board of Governors), employees, members servants, agents and insurers (each a "Released Party") from any and all claims, demands, damages, judgments, executions, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releaser may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Releaser may sustain as a result of participating in such regatta, race or other sailing event or other activities related thereto.

THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH RELEASOR'S PARTICIPATION IN THE REGATTA, RACE OR OTHER SAILING EVENT EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY.

Releasers hereby acknowledge that serious accidents occasionally occur during sailing activities and that mortal or serious personal injuries and/or property damage or other loss may result from participation in the regatta, race or other sailing event. Releasers knowingly assume all risks of participation in the regatta, race or other sailing event, including all risk of personal injury and loss of or damage to the Releasers or their property, including further injury sustained as the result of the efforts of third parties who come to the aid of Releaser(s) if injured as a result of participation in the regatta, race or other sailing event, and release all other persons and entities mentioned above

who might otherwise be liable to Releasors. Releasors agree to abide by all rules of the Block Island Club, any co-organizers or co-sponsors in connection with participation in the regatta, race or other sailing event and understand that the failure to observe and obey such rules may result in instant revocation of Releaor's(s') right to participate in the regatta, race or other sailing event. I hereby agree that should any part of this agreement be held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in effect.

PART IV: MEDICAL CONSENT FORM

In the event of accident or injury to myself, my spouse or any child of mine in connection with participation in sailing, paddling (including but not limited to kayaking and canoeing) rowing, paddle boarding and other watersports or in the event of illness of myself, my spouse or any child of mine while in, on or about the premises of the Block Island Club, Inc. or while participating in any activity sponsored by or under the auspices of the Block Island Club, Inc. under circumstances where I am physically unable to consent or am not present:

I hereby voluntarily consent to the furnishing to myself, my spouse or any of my said children of such medical care, attention and treatment by any hospital, physician or physicians as such hospital, physician or physician s may deem necessary or advisable.

I hereby authorize the manager, the manager's designee or any officer or member of the Block Island Club, Inc. to consent to such medical care, attention or treatment.

I agree to pay all costs of such medical care, attention or treatment and to hold free and harmless of and from any and all liability for such cost the Block Island Club, Inc. its officers, directors (Board of Governors), employees, members, servants, agents and insurers.

I, the undersigned, do hereby authorize and consent to any x-ray examination, anesthetic, medical or surgical diagnosis or procedure rendered under the general or specific supervision of any licensed medical personnel. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power to render care which the aforementioned physician in the exercise of his best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that any of the above treatment will not be withheld if the undersigned cannot be reached.

ACKNOWLEDGMENT AND SIGNATURE

I hereby agree that should any clause, portion or part of this agreement be held invalid by a court of competent jurisdiction, the remainder of the agreement remains in full force and effect.

I hereby acknowledge that I have read and understand the entire agreement above, including all four parts thereof, and my signature indicates the same. My signing this document is my free act and deed.