



## WAIVER and RELEASE

In connection with the use of the activity described below (the "Activity") at the marina commonly known as Safe Harbor Pilots Point (the "Marina"), the undersigned agrees as follows:

I am fully aware of the risks and hazards connected with the Activity, *including the risk of injury and possibly death*. I voluntarily elect to participate and, to the extent permitted by applicable law, assume full responsibility for any risks for property damage or loss, or personal injury, including death that I or my property may sustain.

**It is my express intent that this Waiver and Release shall bind the members of my family, my spouse, heirs, assigns and personal representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the Released Parties (hereinafter defined). I further waive the right of any insurance carrier to recover from the Released Parties for any claims they might pay on my behalf.**

**To the fullest extent permitted by law, I WAIVE and RELEASE Marina, Safe Harbor Marinas, LLC, SHM TRS, LLC, and their respective past, present and future parents, subsidiaries and affiliates (collectively, the "SHM Parties"), and the general partners, limited partners, members, shareholders, investors, successors, predecessors, assigns, employees, officers, directors, agents, insurers of each of the foregoing, and all other persons, firms, partnerships, limited liability companies or corporations, or any other type of legal entity with whom any of the former have been, are now or may hereafter be affiliated (collectively, the "Released Parties") from any and all liability, claims, demands, and causes of action, whatsoever arising out of or related to any loss, damage, or injury (including death), whether known or unknown, asserted or un-asserted, absolute or contingent, matured or un-matured, conditional or unconditional, latent or patent, that I or my property may sustain in connection with or related to the Activity or my access to the Marina; EVEN IF SUCH CLAIMS AROSE OUT OF OR IN CONNECTION WITH THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES, BUT NOT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES.**

I agree to comply with all applicable laws, the rules and regulations of the Marina, and any oral instructions of Marina staff. I understand that I may be excluded from the Marina if I do not comply with this Waiver and Release. Any litigation or other claims between the Released Parties and me regarding this Waiver and Release shall be governed by the laws of, and heard by a court located in, the state where the Marina is located. Should any portion of this document be deemed unlawful or unenforceable, such portion is severable and shall be stricken without any effect on the enforceability of the remaining provisions. The Released Parties shall be entitled to reasonable attorneys' fees in any legal action involving this Waiver and Release in which any such Released Party is the substantially prevailing party.

I grant to the SHM Parties and their respective agents, employees, licensees, affiliates, successors and assigns the absolute and irrevocable right and unrestricted permission to use, reuse, publish, and republish any videos, photographs or other images that it has taken or commissioned (or may take or commission) of me in connection with the Activity and any derivative works thereof without restriction. I release and discharge such parties from any and all claims and demands that may arise out of or in connection with the use of such videos, photographs or other images, including any and all claims for libel or violation of any right of publicity or privacy. All film negatives and positives, electronic images, and data shall remain the property of the photographer, except where otherwise specified by contract.

I agree to indemnify, reimburse, protect, defend, and hold harmless the Released Parties from all liabilities, claims, fines, penalties, costs, expenses, attorney fees, judgments, liens, causes of action, or lawsuits of any nature directly or indirectly arising out of, caused by any act, omission, negligence, or willful misconduct by me which damages or results in the loss of any other persons or entities' property or causes injury or death to any other person; **EVEN IF SUCH CLAIMS AROSE OUT OF OR IN CONNECTION WITH THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES, BUT NOT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES.**

**I have read this document and understand it. I recognize that by signing below, I am waiving certain important legal rights.**

Date: \_\_\_\_\_

Participant Signature: \* \_\_\_\_\_ Printed Name: \_\_\_\_\_

*\*If the participant is under 18 year of age, a parent or legal guardian must sign on behalf of the minor.*

Parent/Guardian Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Activity: Participation in Sailing School



**SAFE HARBOR**  
— PILOTS POINT —

**Junior Sailing Schedule:**

*Monday – Friday 8:30 – 12:30*

Session #1: July 10 – July 14  
Session #2: July 17 – July 21  
Session #3: July 24 – July 28  
Session #4: July 31 – August 4  
Session #5: August 7 – August 11

**Pricing Information:**

One Week: \$359.00  
Two Weeks: \$599.00  
Three Weeks: \$899.00

**Discount Rates:**

Current Safe Harbor Members receive  
10% off of the single week pricing!

-----

<hr/>		<hr/>
<b>Student's First/Last Name</b>		<b>Date of Birth</b>
<hr/>	<hr/>	<hr/>
<b>Address</b>	<b>City</b>	<b>State, Zip</b>
<hr/>	<hr/>	<hr/>
<b>Email</b>	<b>Phone</b>	
<hr/>	<hr/>	
<b>Emergency Contact Name</b>	<b>Emergency Contact Phone</b>	
<hr/>	<hr/>	
<b>Parent/Guardian's Signature</b>	<b>Date</b>	
<hr/>	<hr/>	

**Liability Release:** *I understand that any sport entails some risk and I agree to indemnify and hold harmless Safe Harbor Pilots Point, their officers, employees, and volunteers for all claims of any person for damage or personal injury whatsoever that may be sustained or caused, material or personal, during instruction or at any other time. All participants in the sail program must wear a Coast Guard approved personal flotation device while on the water and follow Safe Harbor Pilots Point Sailing School rules and regulations. All students must verify their ability to swim by passing a swim test.*

<hr/>	<hr/>
<b>Parent/Guardian's Signature</b>	<b>Date</b>

Please call our Sailing School Administrator Sara Faucher at (860) 339-1800 to pay by credit card, or send a check payable to Safe Harbor Pilots Point. Health and Rules forms must be completed and submitted prior to attendance at Pilots Point Sailing School.



**SAFE HARBOR**  
— PILOTS POINT —

## Sailing School Health Form

**THIS FORM IS TO BE COMPLETED AND SUBMITTED BEFORE ATTENDING SAILING SCHOOL.**

You may scan and email to [ppmsail@shmarinas.com](mailto:ppmsail@shmarinas.com), or mail to Safe Harbor Pilots Point, Attn: Sailing School, 63 Pilots Point Drive, Westbrook, CT 06498.

Student's Name \_\_\_\_\_ Sex \_\_\_\_\_ Birth date \_\_\_\_\_  
Last first middle

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

Email address that you check: \_\_\_\_\_

***If not available, in an EMERGENCY we should contact:***

Name \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

### Part One – Parental Authorization

I understand and certify that my child's participation in the Safe Harbor Pilots Point sailing school program is completely voluntary. I understand that certain hazards and dangers are inherent in the sailing program, and I acknowledge that although Safe Harbor Pilots Point has taken measures to minimize the risk of injury to student participants, Safe Harbor Pilots Point cannot guarantee that the activities will be free of accidents or injuries. Furthermore, I have instructed my child in the importance of abiding by the Sailing School rules and procedures for the safety of all sailors. I understand that parents are contacted in the event their child receives professional medical attention. In the event that I cannot be reached in an **EMERGENCY**, I hereby give permission to Safe Harbor Pilots Point to transport my child to a medical facility and to the attending physician secured by Safe Harbor Pilots Point to hospitalize, secure proper treatment for, and to order injections, anesthesia, or surgery for my child.

Signature of Parent \_\_\_\_\_ Date \_\_\_\_\_

**Please provide your medical insurance information:**

Insurance Carrier \_\_\_\_\_ Policy # \_\_\_\_\_

Insurance Carrier Phone Number \_\_\_\_\_



**SAFE HARBOR**  
— PILOTS POINT —

## **RULES AND EXPECTED BEHAVIOR**

### **Safe Harbor Pilots Point Junior Sailing Program**

#### **RULES**

1. NO ONE IS ALLOWED ON DOCKS OR BOATS WITHOUT U.S.C.G. APPROVED PFD (LIFEJACKET) ON AND ZIPPED. TYPE III IS RECOMMENDED.
2. I agree to assume the expenses of repair and/or replacement of program equipment damaged as a result of my child's reckless or irresponsible behavior as deemed by the Program Director.
3. No one is allowed on docks without supervision.
4. No littering on land or water. Pavilion, sailing school dock, bathrooms, boathouse, and boats must be kept clean and "ship-shape."
5. Personal property is the responsibility of the student and not Safe Harbor Pilots Point or the sailing instructors. Electronics are not recommended at camp and not allowed on docks or boats.
6. No pushing, shoving, running, hitting, profanity. No disruptive behavior, disrespectful gestures, actions, or language. Sailing School staff is responsible for you on land and on the water – respect them, pay close attention to them, ask questions if you don't understand or need help.
7. No jumping off boats without instructor's permission. If they say you can swim, it is important to stay near your boat so you can easily get back in and so that it doesn't drift away.
8. Stay in the area where the instructors and other students are unless you ask instructor's permission to leave.

#### **VIOLATION OF RULES:**

**First Violation:** The junior sailor will be reprimanded by one of the instructors.

**Second Violation:** The Head Instructor or Program Director will speak to the junior sailor's parents.

**Third Violation:** The offending junior sailor will be suspended for one day by the Program Director.

**\*\*Continued abuse of the rules by a participant after a parent is notified will result in expulsion from the program (fee will not be refunded).\*\***

**Please feel free to contact the Program Director if you have any questions or concerns.**

Student's Name (PLEASE PRINT): \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Signature of Sailing Student: \_\_\_\_\_