

MARINE RELEASE, WAIVER, AND INDEMNITY AGREEMENT

for America's Boating Club® | United States Power Squadrons® on-water training activities

Print Participant Name: _____

Date(s) & Place(s) of USPS On Water Training Event(s) ("USPS Events"):

Description of USPS Event(s): _____

In consideration for allowing me to Participate in one or more United States Power Squadrons on water training activities, I am signing this Release, Waiver and Indemnity Agreement ("Agreement") either for myself or on behalf of my child and all persons who might have rights or claims through or under me or my child (hereafter together called "I" or "Me"). This Agreement is effective on the date shown by my name on the signature line on page 2.

DEFINITIONS: These definitions apply in this Agreement: (a) Participate means attending, working for, or participating in any way in a USPS Event; (b) USPS means the United States Power Squadrons | America's Boating Club, or any District or Squadron of USPS, or any affiliate or subordinate unit of USPS, a District, or Squadron and/or any officer, member or representative of USPS, or any Squadron, District, affiliate or subordinate unit, respectively; and (c) USPS Event means any on water training activity in whole or in part conducted, sponsored, or endorsed by USPS, including all related pre-event and post-event activities.

RELEASE AND WAIVER: In consideration for being allowed to Participate in a USPS Event, I hereby release, promise not to sue, and discharge USPS from all liability to Me and all persons who might have rights or claims through or under Me, for all loss or damage, and from every claim, either at law or in equity, on account of injury to Me or my property, or resulting in my death, arising for whatever reason out of or in connection with my Participating in a USPS Event.

REPRESENTATION AND WARRANTY: I represent and warrant to USPS and all persons who might have rights or claims through or under USPS or its instructors that, if the USPS Event takes place on or uses a boat that I own or which is in my care, custody or control: (1) such boat is seaworthy and in compliance with all applicable governmental regulations and licensing requirements; and (2) such boat is covered by marine public liability and casualty insurance policies issued by reputable solvent insurance companies in amounts not less than \$1,000,000 which are in full force and effect; and (3) USPS is endorsed under such insurance policies as an additional insured for the vessel's negligence or fault; and (4) USPS's instructors are endorsed under such insurance policies as an approved operator of the vessel and as additional insureds for the vessel's negligence or fault.

INDEMNITY: I agree to indemnify, save and hold harmless USPS from any and all loss, liability, damage or cost that: (1) I may incur arising for whatever reason out of, or in connection

with, my Participating in a USPS Event and/or (2) that may be sustained by USPS arising out of any inaccuracy or misrepresentation, or breach or default in the performance of any of the warranties, representations, or agreements made by Me in this Agreement.

ASSUMPTION OF RISK: I understand I/my child could be injured or killed during this USPS Event. I understand that my or my child's property could be lost damaged or destroyed during this event and I assume these risks.

RELEASE OF BOTH KNOWN AND UNKNOWN CLAIMS: I understand that I cannot know nor is it possible to list every type of injury, death, loss, damage or risk that may occur. I still intend to release all claims of all kinds known and unknown. Even if I had known all the possible ways I or my child could be injured or suffer property losses, that knowledge would not have changed my decision to participate or to allow my child's participation. I would still have signed this release so that I or my child could Participate.

SCOPE OF AGREEMENT: I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the United States of America and any State with jurisdiction. If any portion of this Agreement is held invalid, I agree that the balance shall, nevertheless, continue in full legal force and effect.

My Legal Signature: _____ Date: _____

My Name: _____

My Address: _____

My Email: _____

REQUIRED IF PARTICIPANT IS A MINOR:

Parent or Guardian Signature: _____

Date: _____ **Email:** _____

Print Parent/Guardian Name: _____

Parent/Guardian Address: _____

There are two ways to submit your completed form:

1. Hand it to your instructor on the day of the on-water training or certification event.
2. Scan and email it to your instructor before the day of the on-water training or certification event.

Your instructor will review your form and forward it to OWTCcom@usps.org for archiving.