



WINDSURFING RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK

I hereby understand and agree to this release of liability, waiver of legal rights and assumption of risk and to the terms hereof as follows:

1. I acknowledge that windsurfing is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap and even injury to participants. I understand I may suffer a broken limb, paralysis or fatal injury while participating in the sport of windsurfing. INITIAL HERE _____
2. I further acknowledge that there are no warranties applicable to the use of windsurfing equipment by me, and that all warranties whether expressed or implied are excluded. There is no warranty of merchantability or that the said windsurfing equipment is fit for any purpose, and that I am accepting the said windsurfing equipment as is and I hereby acknowledge that I will personally examine the said equipment prior to my using the same. INITIAL HERE _____
3. I hereby release and discharge Catholic Youth Expeditions and their officers, directors, elected officials, agents, employees, instructors, and owners of equipment and the land used for windsurfing activities (herein collectively referred to as "released parties"), from any and all liability, claims, demands or causes of action that I may hereafter have for injuries and/or damages arising out of my participation in windsurfing activities, including but not limited to, losses caused by the negligence of the released parties. INITIAL HERE _____
4. I understand and acknowledge that windsurfing activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I expressly and voluntarily assume all risk of death or personal injury sustained while participating in windsurfing activities whether or not caused by the negligence of the release parties. INITIAL HERE _____
5. I further agree that I will not sue or make claim against the released parties for damages or other losses sustained as a result of my participation in windsurfing activities. INITIAL HERE _____
6. I also agree to indemnify and hold the released parties harmless from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in windsurfing activities. INITIAL HERE _____
7. I will take full responsibility for, and hold harmless released parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in windsurfing activities. INITIAL HERE _____
8. I agree that I will operate the said windsurfing equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual. INITIAL HERE _____
9. I have read and understood the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me of all risks arising out of my engaging in windsurfing activities. INITIAL HERE _____
10. I further represent that this release of liability, waiver of legal rights and assumption of risk shall continue in full force and effect for so long as I engage in windsurfing activities which are in any way connected to or with the released parties. INITIAL HERE _____
11. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for whom I am (adult) legal guardian or I may suffer while engaging in windsurfing activities. INITIAL HERE _____
12. I hereby expressly recognize that this release of liability, waiver of legal rights and assumption of risks is a contract pursuant to which I have released any and all claims against the released parties resulting from participation in windsurfing activities including any claims by the negligence of the released parties by any of the undersigned. INITIAL HERE _____

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT. THIS FORM MUST BE ACCOMPANIED BY THE DECLARATION OF FITNESS/WINDSURFING FORM.

ADULT PARTICIPANT

Signature: _____ Name: _____ Date: _____

PARENT AND/OR LEGAL GUARDIAN OF MINOR CHILD

Signature: _____ Name: _____ Date: _____

Name of minor child: _____