

Newport Sailing School and Cruising Club Inc.
DBA The True North Sailing School
500 Washington Blvd.
Jersey City, New Jersey 07310

Assumption Of Risk And Complete Release Form

Name (Please print) _____

Street _____ City, State, Zip _____

Phone _____ Cell _____

In consideration of permission to use, today and all future dates, the property, boats, service, and facilities of True North Sailing I, the undersigned hereby expressly agree:

- 1) THAT sailing is a participation sport and I am fully aware of the risks and hazards involved in or arising from my use, participation or presence upon the facilities and boats. I HEREBY ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY USE OF OR PRESENCE UPON THE FACILITIES AND BOATS including, without limitation, the risks of bodily injury, death and / or loss or damage to personal property.
- 2) TO RELEASE TRUE NORTH SAILING and all of it 's successors, assigns, affiliates, officers, directors, instructors, employees, members and agents from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising from my use of or presence upon the facilities, boats or equipment, including but not limited to those claims for bodily injury, whether or not caused by the negligence or other fault of True North Sailing Agents or boats or equipment supplied by True North Sailing.

- 3) THIS RELEASE shall be binding upon my heirs, administrators, executors, assigns and legal representatives.
- 4) TO WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and / or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving this release does not know or suspect to exist at the time of executing the release.
- 5) IF I IGNORE THIS AGREEMENT AND FILE SUIT, I WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY TRUE NORTH SAILING AND OUR AGENTS.
- 6) I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.

DATE _____

SIGNATURE_____