

TRUE NORTH SAILING CENTER

Sailing Club Member Acknowledgment of Risk, Release of Liability & Participation Agreement

I understand that sailing, sailboat racing, boating, docking, training, and other activities conducted by or in connection with True North Sailing Center involve inherent risks. These risks include, but are not limited to, falls, collisions, equipment failure, changing weather and water conditions, strong winds and currents, seasickness, hypothermia, drowning, injury from lines, sails or other equipment, and the actions or negligence of other participants, skippers, instructors, boat operators, or third parties. I voluntarily choose to participate in True North Sailing Center activities with knowledge of these risks and accept the inherent risks associated with sailing and boating activities. I agree to follow the instructions of the designated skipper, instructor, or True North representative and to comply with applicable safety procedures, including the use of personal flotation devices when required. To the fullest extent permitted by applicable law, I release and hold harmless True North Sailing Center, its owners, affiliated entities, employees, instructors, skippers, agents, volunteers, representatives, and vessel owners from claims for personal injury, death, or property damage arising from my participation in True North activities, including claims arising from ordinary negligence, except to the extent that such a release is prohibited by applicable law. This release does not purport to waive claims that cannot legally be waived. I understand that I am responsible for determining whether I am physically and mentally capable of participating safely in sailing activities. I agree not to participate while impaired by alcohol, cannabis, illegal drugs, or any substance that could adversely affect my judgment, coordination, or ability to participate safely. I understand that weather, vessel condition, skipper availability, safety considerations, Coast Guard restrictions, and other circumstances may require True North Sailing Center to alter, postpone, or cancel a scheduled activity. The designated skipper or True North representative has final authority regarding whether a vessel departs, continues, or returns to the dock for safety reasons. If I am authorized to serve as a skipper, I agree to operate the vessel prudently, comply with applicable navigation and safety rules, follow True North operating procedures, and exercise reasonable care for the vessel, passengers, crew, and other vessels. I understand that authorization to skipper a True North vessel may be granted, limited, suspended, or revoked by True North Sailing Center. I agree to promptly report any accident, injury, collision, grounding, equipment failure, or vessel damage to True North Sailing Center. I understand that participation in club activities does not guarantee the availability of a particular vessel, skipper, sailing date, race, or other activity. By signing below, I acknowledge that I have carefully read this agreement, understand its contents, understand that it affects important legal rights, and voluntarily agree to its terms."