



Operator Last Name: _____

**REVOCABLE SAILBOAT USE, WAIVER OF LIABILITY,
HOLD HARMLESS AND INDEMNITY AGREEMENT**

By signing this Agreement, I acknowledge, agree and represent to Pelican Bay Foundation, Inc. (the "Foundation") as follows:

I represent and warrant that I am over **eighteen years of age**.

I am familiar with the safe operation of the type of sailboat being provided for my use by the Foundation pursuant to this Agreement (the "Sailboat") and competent to operate it. I have successfully passed the Foundation's certification.

I represent to the Foundation that I am in good health, and am not aware of any physical or medical condition that might endanger me or anyone else as I use the Sailboat.

I acknowledge that I have received a copy of the *USSA Little Red Book*. I have had the opportunity to read the same and ask questions of appropriate authorities about the information contained therein.

I am familiar with, and will comply with, all rules and practices customarily applicable to, and/or prescribed by the Foundation for, the safe operation of the Sailboat. I understand that this Agreement may be revoked by the Foundation at any time for any reason in its sole discretion.

I agree to comply with all federal, state and municipal laws and regulations applicable to the use of the Sailboat. I will operate the Sailboat in a careful and prudent manner.

I understand that I may not allow anyone else to operate or participate in the operation of the Sailboat, unless he or she is at least eighteen years of age, is on the Foundation's current list of approved sailors and I have identified such person to the Foundation staff in advance.

I agree to wear a US Coast Guard approved personal flotation device (life jacket) while participating in the use of the Sailboat, and will also require all others aboard to wear a life jacket.

I understand that the Foundation does not provide insurance to cover the risk of damage to my property, personal injury or death that could occur while I am in, on or around the Sailboat or Foundation's facilities or premises. I agree that any insurer who may provide coverage for others or me on the Sailboat shall not have a right of subrogation against the Foundation. On behalf of myself, and any such insurer, I hereby waive any such right of subrogation.

I understand that operating the sailboat under the influence of drugs or alcohol will result in confiscation of the Sailboat and cancellation of this Agreement. I will not use, or allow anyone else to use, drugs or alcohol on the Sailboat.

I agree to return the Sailboat and all equipment to the proper location. I assume responsibility for damage to, or loss of, the Sailboat and equipment. I will report any such damage or loss to the Foundation's staff promptly.

I understand that the Foundation does not have lifeguards on duty. I understand that if the Sailboat is overturned for twenty minutes, emergency services (911) will be notified and I will be charged for all related expenses.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: My participation in this activity is purely voluntary. I agree to accept and assume responsibility for all risks existing in this activity, even those risks arising out of negligence on the part of the Foundation, or other third parties. I accept and assume full responsibility for myself and all passengers on the Sailboat, including any minor children, for any and all claims including, but not limited to, bodily injury, accident, illness, paralysis, death or loss of personal property even if caused, in whole or in part, by the negligence or other fault of the Foundation, its officers, directors, employees, agents, subsidiaries, legal representatives and assigns.

I agree to the foregoing because I understand that the Sailboat, water bodies and areas in and around Sailboat can be hazardous to both persons and property, thereby posing a substantial risk of damage to property and injury and even death to persons. Such hazards include, but are not limited to:

- A. Weather conditions that may change quickly including wind, rain, lightning and excessive heat and sun or cold;
- B. Water conditions that may change quickly including waves, currents, boat wakes, tides, whirlpools and cold water temperatures, overexposure to cold (hypothermia) or heat;
- C. Damage, injury or death as a result of contact with aquatic or land animals, fish, birds or reptiles, either on land or on water, including but not limited to areas in and around the Foundation's premises or staging areas;
- D. Damage, injury or death as a result of traversing in or around the Foundation's premises or staging areas;
- E. Injury or death as a result of ingesting contaminated fresh water, drink or food;
- F. Personal injury, death or property damage due to collision with motorized or non-motorized vessels, being hit with vessel equipment, suffering a propeller strike from a motorized vessel, or while launching and landing on shore or as a result of collision with natural or man-made debris;
- G. Muscular or skeletal injury, strain or damage due to physical exertion, especially, but not limited to, my head, wrists, arms, shoulders, legs and back;
- H. Lack of available life saving devices or services, or immediate medical attention, in the case of injury;
- I. Injury or death as a result of lack of physical conditioning, existing diseases, conditions or ailments and my own acts or omissions, including my lack of boating knowledge, experience or expertise;
- J. Injury or death as a result of being entrapped in a vessel or falling out of a vessel;
- K. Injury or death as a result of falling, capsizing or being flipped or ejected into the water either intentionally or unintentionally, including while exiting or entering the vessel;
- L. My own or other participants' attempts to exceed my or their boating skills and/or using a vessel in a reckless manner;
- M. Failing to properly wear a personal floatation device;

N. Failing to understand basic or other instructions provided by the Foundation, its agents, guides or employees;

O. Vehicular or pedestrian accident while being transported to or walking to or from the Foundation's premises or staging areas, including transportation to and from a vessel or to and from the Foundation's facilities or premises;

P. Inadequate repair or maintenance of the Foundation's facilities and equipment; and

Q. Error, inattention or negligence on the part of the Foundation, its officers, agents, guides and employees, including inadequate assistance.

By signing this Agreement I acknowledge that if anyone is hurt or property is damaged while I am using the Sailboat, or during my presence on or use of the Sailboat or the Foundation's equipment, facilities, premises or services, I may be found by a court of law to have waived my right to maintain a lawsuit against Foundation on the basis of any claim, including subrogation, from which I have released it herein, including claims that the Foundation was solely or partially negligent or otherwise at fault with respect to such damage, injury or death. I acknowledge and agree that I have had sufficient opportunity to read this entire document. I have read and fully understood it and I agree to be bound by its terms.

I therefore agree, on behalf of myself, minor children for whom I am their natural guardian, my heirs, representatives, survivors and assigns, to release, hold harmless, and indemnify the Foundation and its officers, directors, employees, agents, subsidiaries, legal representatives and assigns, from and against any and all liability for any and all claims of any kind or nature whatsoever (including subrogation) arising out of or relating to my presence on or use of the Sailboat, the Foundation's Sailboat, equipment and/or premises, including without limitation any and all claims for injury or death, or damage to property, including claims arising out of or relating to death, injury or damage arising solely or partially from the negligence or other fault of the Foundation.

SAILBOAT OPERATOR
(must be at least 18 years of age)

Operator Full Name: _____

Street Address: _____ PB I.D. Card # _____

City/State: _____ Telephone No.: _____

Zip Code: _____ Email: _____

Maximum Occupancy: Laser, Sunfish & Pixel – 2 persons Hobie - 2 persons

SAILBOAT RULES

- 2.1 Operator must pass a one-time certification and be at least 18 years of age.
- 2.2 Operator must confirm that there are the appropriate number and sizes of life jackets in the Sailboat for the number of people onboard. They must fit and be worn at all times.
- 2.3 Passengers must be at least six years of age.
- 2.4 Operator is responsible for inspecting and rigging the Sailboat before sailing.
- 2.5 Passengers shall not operate the Sailboat unless they are authorized and on the Foundation’s approved sailing list.
- 2.6 Operator must return to shore when the L-Flag has been raised. The L-Flag is the black and yellow-checked flag and is raised below the American Flag.
- 2.7 Operator must not operate Sailboat during inclement or impending bad weather and must promptly return to shore during potentially dangerous weather conditions. Storms may form quickly. Return to shore if lightning is observed or the Thor-Guard sounds.
- 2.8 The Sailboat must be launched and land between the orange cones – the “Cone Zone”.
- 2.9 Operator must keep the Sailboat within established boundaries, which are no further north than the North Beach Facility (Marker 36) and no further south than the Naples Grande Hotel (the copper top tower just beyond Clam Pass). Distance off shore may not exceed the Operator’s ability to see the caution and/or L-Flag on the beach.
- 2.10 Sailing will be suspended if winds exceed 15 mph or waves exceed three feet.
- 2.11 It is illegal to operate the Sailboat, or to permit others to do so, when under the influence of alcohol or illegal substances.
- 2.12 Operator must follow all boating and fishing laws of the State of Florida.
- 2.13 Operation of a Sailboat in a manner that places passengers or other third parties in harm’s way is prohibited.

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE PELICAN BAY FOUNDATION USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE PELICAN BAY FOUNDATION IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE PELICAN BAY FOUNDATION HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I have thoroughly read the forgoing and hereby agree to the use, assumption of risk, waiver of liability, hold harmless, indemnity and other provisions above which are an integral part of this Agreement. This Agreement supersedes any previous agreements, discussions or understandings, whether oral or written between the Foundation and me. I acknowledge and agree that no representation or warranty of any kind or nature has been made to me regarding the condition of the Sailboat or the Foundation's equipment, facilities, premises, or services.

**BY SIGNING THIS AGREEMENT
I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS**

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____