

SAILING CREW/PASSENGER WAIVER

1. I wish to participate as a passenger on the recreational sailing trip being operated by **South Sound Sailing Tours**, and I acknowledge that my participation in the sailing trip is completely voluntary.
2. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH SAILING/BOATING, including but not limited to equipment failure, perils of the sea, harm caused by other vessels, acts of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks.
3. I fully assume responsibility for my own safety (including, without limitation, following all directions of the boat's captain and crew) while participating in the sailing trip, and verify that I am physically able to participate.
4. I attest that I can swim. If I cannot swim, I have informed the Captain of this prior to departure.
5. I fully understand that the involved boat has limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.
6. No person associated with **South Sound Sailing Tours** has made any express or implied representation to me that they or the boat's crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid I would like assistance and will not hold any person or entity responsible for their actions in attempting the performance of rescue or first aid.
7. Having read this waiver, I agree to RELEASE from LIABILITY and HOLD HARMLESS **South Sound Sailing Tours**, along with its respective officers, directors, employees, owners, members, managers, affiliates, agents, representatives, attorneys, heirs, personal representatives, successors and assigns, all individuals associated with the sailing trip, and all individuals and entities having an interest in the boat being used for the sailing trip, from any and all liability, claims, demands, equitable relief, damages, costs, expenses, and causes of action of any kind or character, of any type or nature whatsoever (including negligence), arising out of the sailing trip.
8. I authorize **South Sound Sailing Tours** to use any photographs, personal narrative, interviews, or audio and video recording of my participation in the sailing trip for marketing purposes:

Initial one or the other please. **YES**_____ **NO**_____

I certify that I have read this document and agree with its contents.

Signature of Participant(Legal Guardian if under 18): _____

Printed Name of Participant: _____

Date: _____

ALCOHOL AGREEMENT CLAUSE

“OF AGE” passengers are permitted to bring alcoholic drinks aboard the sailing vessel. Alcohol is limited to beer, cider, champagne, or wine. Hard alcohol, liquor, and mixed drinks are not permitted aboard the boat. All alcoholic beverages will be served by your Captain, and/or his crew.

I understand and confirm that alcohol consumption shall be at my own discretion, risk and liability, and that I may be required to produce government-issued photo identification prior to such consumption. I understand that **South Sound Sailing Tours** reserves the right to remove me if I become inebriated and misbehave or have the potential to cause harm to myself or any other person or persons. If I am removed pursuant to this paragraph, it shall be without any sort of refund or reimbursement by **South Sound Sailing Tours**. I hereby assume all risk involved with the consumption of alcohol and unconditionally hold **South Sound Sailing Tours** harmless. For the sake of clarity, and to the fullest extent allowed by law, I agree to WAIVE AND DISCHARGE CLAIMS AGAINST, RELEASE FROM LIABILITY, INDEMNIFY AND HOLD HARMLESS **South Sound Sailing Tours** and its parents, subsidiaries and affiliates and their respective past and present officers, directors, stockholders, managers, members, partners, agents and employees (collectively, “Released Parties”) from and against ANY AND ALL LIABILITY on account of, or in any way resulting from, my death or personal injury relating to alcohol impairment while on the Vessel.

If there is inappropriate behavior, the Captain and crew have the authority to terminate a tour or remove individuals.

Inappropriate behavior will result in early termination of the tour and a forfeiture of all deposits and fees by the customer(s) who violated our terms. Examples include but are not limited to:

Extreme intoxication

Public urination

Littering

Please be respectful of the Puget Sound and boating community. We have worked hard to create a fun, exciting new venture in South Puget Sound, so please help us keep a good reputation!

I certify that I have read this document and agree with its contents.

Signature of Participant(Legal Guardian if under 18): _____

Printed Name of Participant: _____

Date: _____