

ACKNOWLEDGEMENT OF RISK AND HOLD HARMLESS AGREEMENT

PLEASE READ

I hereby acknowledge that I have voluntarily chosen to use Michigan Sailing Club Inc. (hereinafter called "MSC") waterfront and watercraft made available by MSC and/or by the University of Michigan (hereinafter called "UM").

I understand the risks involved in using a waterfront and watercraft. I recognize that waterfronts and watercraft and their use involve risk of minor bodily injury, severe bodily injury, and death. Furthermore, I recognize that using waterfronts and watercraft involve activities and risks incidental thereto, including but not limited to, unpredictable weather, water hazards, the reckless operation of other watercraft, limited availability of medical assistance and the possible reckless conduct of other individuals. I am voluntarily using the waterfront and watercraft with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury or death.

In consideration of my use of the waterfront and watercraft and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless UM, MSC, their trustees, officers, directors, employees, agents, volunteers, assigns from and against all claims arising out of or resulting from my use of the waterfront and watercraft. "Claim" as used in this agreement means financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. In addition, I hereby voluntarily hold harmless UM and MSC their trustees, officers, directors, employees, agents, volunteers and assigns from any and all claims, both present and future, that may be made by me, my family, estate, heirs or assigns arising from use of the waterfront and/or watercraft.

I hereby expressly agree to indemnify, defend, and hold harmless UM, MSC, their trustees, officers, directors, employees, agents, volunteers and assigns for any and all claims arising out of or incident to my use of the waterfront and watercraft unless the claim was the result of MSC's sole negligence .

**I have read and understood this acknowledgement of risk and hold harmless.**

Date: \_\_\_\_\_

Print Name : \_\_\_\_\_

Signature of  
Adult and/or Guardian: \_\_\_\_\_

Minor's Name (if applicable): \_\_\_\_\_