

**Roger Williams University**  
**Learn to Sail Program**  
**Liability Release and Hold Harmless Agreement**

I acknowledge that participation in the Roger Williams University ("University") Learn to Sail Program ("Program") is hazardous and involves a great risk of physical injury. I assume all risks associated with the Program including, but not limited to, varying water conditions, obstacles, other boats, other water users, natural and manmade objects, varying weather conditions, and varying depth and currents. I acknowledge that participation in the Program may involve serious known or unknown personal or bodily injury, death, and/or property damage. I hereby recognize and assume those risks.

In consideration of being permitted to participate in the Program, I agree to release and hold harmless the University, its respective trustees, directors, officers, contractors, affiliates, employees, volunteers, and agents (collectively, "Released Parties") from any and all claims I might have as a result of the Program including, but not limited to, those claims based on negligence, breach of contract, breach of warranty, or strict liability. Additionally, I agree to indemnify the Released Parties for any and all claims whatsoever brought by a third party for any damages which I may cause while participating in the Program.

I agree to comply with all instructions of the Released Parties while participating in the Program. I acknowledge that the University has provided me with a protective life jacket and requires its use while participating in the Program.

If I am signing this Learn to Sail Program Liability Release and Hold Harmless Agreement ("Agreement") on behalf of a minor less than 18 years of age ("Child"), I represent that I am the parent and/or legal guardian of the Child, accept responsibility for all of the Child's medical expenses incurred in connection with the Program, agree to indemnify the Released Parties for any and all claims brought by the Child, and agree to indemnify the Released Parties for any and all claims brought by a third party arising in connection with the Child.

In exchange for the University's permission to participate in the Program, I contractually agree that any and all disputes between the University and me arising from my participation in the Program, including, but not limited to, any claims for personal or bodily injury, death, and/or property damage will be governed by the laws of the State of Rhode Island and exclusive jurisdiction thereof will be in the state or federal courts of the State of Rhode Island.

I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Rhode Island, and that if any portion of the Agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. I expressly agree that this Agreement shall be binding on my estate, heirs, administrators, and assigns. I expressly agree that this Agreement contains the entire agreement between the parties hereto and that the terms of this Agreement are contractual and not a mere recital.

**I HAVE CAREFULLY READ THE FOREGOING LEARN TO SAIL PROGRAM LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Signature of Participant: \_\_\_\_\_

Print Name of Participant: \_\_\_\_\_

Date: \_\_\_\_\_ I am 18 years old or older: Yes ☐ No ☐

**In the event participant is under 18 years of age:**

Signature of Parent/Legal Guardian: \_\_\_\_\_

Print Name of Parent/Legal Guardian: \_\_\_\_\_

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