**Azorean Maritime Heritage Society - Waiver of Liability, Release**

Assumption of Risk & Indemnity Agreement

**For and in consideration of participant's participation with Azorean Maritime Heritage Society, its affiliates, and local associations (hereafter AMHS) and being allowed to participate in AMHS events and activities, participant (or the parent(s) or legal guardian(s) of participant) relinquish any and all liability for the cause of action for personal injury, property damage or wrongful death occurring to participant arising out of participation in AMHS events, activities, the sport of rowing or sailing, and/or activities incidental thereto, whenever of however they occur and for such period said activities may continue, and by this agreement and such claims, rights, and causes of action that participant may have are hereby relinquished and the participant (or parent(s)/guardian(s)) does(do) so on behalf of my/our and participant's heirs, executors, administrators and assigns.**

**Participants and/or participant's parent(s)/guardian(s) acknowledge, understand and assume all risks inherent in rowing/sailing and associated activities, and understand that said sports and activities involve risks to participant's person including bodily injury, partial or total disability, paralysis, and/or death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the "releasees" identified below. It is further acknowledged that there may be risks and dangers not known to us or are not reasonably foreseeable at this time.**

**Participant and/or participant's parent(s)/guardian(s) acknowledge, understand and assume all risks, if any, arising from the conditions and use of whale boats and acknowledges and understands that included within the scope of this waiver are/and maintenance, inspection, supervision or control of said boats and for the failure to warn of dangerous conditions existing in said boats, for negligent selection of certain releasees, or negligent supervision or instruction by releasees.**

**Participant and /or participant's parent(s)/guardian(s) agree if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or causes or action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death.**

**It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death caused by negligence, including the negligence, if any, of releasees. "Releasees" include AMHS, its affiliated organizations, other participants, sponsors, advertisers, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees.**

**Participant and/or participant's parent(s)/guardian(s) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of rowing/sailing and understand these waivers and releases are necessary to allow AMHS to exist in its present form and to promote whale boat use, races and exhibitions. Please contact the AMHS President if you have any questions.**

_____ Age: _____

Participant Signature

_____ Date Signed: _____

Participant Name (Print)

_____ _____ _____

Participant Address City State

_____ _____

Participant Email Address Participant Telephone Number

_____

Emergency Contact Name & Telephone Number

_____ Date Signed: _____

Parent or Guardian Signature (if participant is 17 years of age or younger)