

**RINCON SAILING**  
**PO Box 867 Rincon, PR 00677**  
**ASSUMPTION OF RISK – INDEMNITY AGREEMENT**

DATE \_\_\_\_\_ AGE \_\_\_\_\_ DOB \_\_\_\_\_ PHONE \_\_\_\_\_

FULL NAME \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

**WAIVER OF LIABILITY:** I waive and release any right I, my heirs, distributees, guardians, legal representatives and assigns may have of acquire to make a claim against, sue, attach the property of or prosecute any Rincon Sailing or any of its employees and affiliated organizations (herein referred to as "the releasees") for monetary damages caused by injury to me of damage to the property of myself arising from my participation in the activities and use of the facilities and property of Rincon Sailing, including the use of photographs and my name involving such activities and use, whether or not the injury or damage results from the negligence or other action, except intentional acts, of the releasees.

**ASSUMPTION OF RISK:** I am aware that the activities may involve maneuvering a boat, sailboard or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong winds and high waves, sudden and unexpected immersion in deep waters and collision with other watercraft of stationary objects such as docks, pilings, and buoys. With knowledge of the dangers involved, I voluntarily ask that I be allowed to take part in the activities. I accept any and all risks to myself and my child of injury, death and property damage arising from participation in the activities and the use of the facilities and property of Rincon Sailing, whether or not caused by the negligence or other action, except intentional acts, of any of the releasees.

**INDEMNITY AGREEMENT:** I agree to indemnify and hold the releasees harmless from any loss, liability, damage or cost, including reasonable attorneys fees, that may incur due to my participation in the activities and use whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts, of any of the releasees.

I AGREE TO A RENTAL FEE AND A [SECURITY DEPOSIT](#) AS INDICATED BELOW WHICH WILL BE APPLIED TO THE PAYMENT FOR ANY AND ALL DAMAGE to the vessel occurring during the period of this rental agreement. I understand that I WILL REMAIN LIABLE FOR THE PORTION OF ANY DAMAGE COST EXCEEDING MY DEPOSIT, including attorneys fees, expenses and costs incurred.

I CERTIFY THAT I AM AN EXPERIENCED OPERATOR of sailboats and will only go to the areas agreed upon with RINCON SAILING representatives and described in my float plan.

I CERTIFY THAT I HAVE READ THIS AGREEMENT AND RELEASE AND THAT I UNDERSTAND ITS CONTENTS AND INTENTIONS.

**I CERTIFY THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE, OR IF SEVENTEEN (17) YEARS OR UNDER, MY PARENT OR GUARDIAN GIVES THEIR CONSENT BY SIGNING BELOW.**

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date