



**FAIR WIND SAILING, INC.
SAILING SCHOOL LIABILITY WAIVER,
RELEASE AND INDEMNIFICATION**

This agreement must be read and signed before the participant is permitted to take part in any Fair Wind Sailing School program. By signing this agreement, the participant affirms having read it.

The undersigned participant/parent/guardian recognizes that an element of risk is involved in all water sports, including sailing. Sailing is a potentially hazardous sport. Grounding, accidental jibes, man-overboards and equipment failures occur from time-to-time without warning and variations in wind and sea conditions, water traffic, submerged obstructions and other hazards to navigation exist. The undersigned recognizes and accepts such dangers and assumes all responsibility for and risk of bodily injury, death, or property damage, whether known or unknown, and whether caused by the negligence of Fair Wind Sailing, Inc, its officers, directors, employees or agents ("Releasees") or otherwise. Therefore, to induce Fair Wind Sailing, Inc. to accept participant or his/her child or children into the Fair Wind Sailing School, the undersigned participant/parent/guardian covenants and agrees to waive, release, discharge and covenant not to sue Releasees from all liability, damages, claims or demands on account of injury to the person or property of the undersigned and/or his or her child or children, including death, whether caused by the negligence of the Releasees, or the undersigned, his/her child or children, or otherwise, arising out of or in any way connected with the operation of the Fair Wind Sailing School or any activities on or the use of any facilities or equipment of the Fair Wind Sailing School or Fair Wind Sailing, Inc.

The undersigned further agrees to hold harmless and indemnify and defend Releasees from any and all claims, losses, damages, fees and liabilities growing out of or in any manner related to injury to a person (including the participant or his/her child or children or any adult or minor guests), including death, or damage to any property arising out of or in any way connected with any action or inaction of the undersigned (or his/her child or children) or the operation of the Fair Wind Sailing School or any activities on or the use of any facilities or equipment of the Fair Wind Sailing School or Fair Wind Sailing, Inc. by the undersigned (or his/her child or children) whether caused by the negligence of Releasees or otherwise.

I hereby acknowledge that I or my child or children may be photographed while participating in Fair Wind Sailing School activities and/or programs. I hereby unconditionally authorize Fair Wind Sailing, Inc., in its sole discretion, to use any such photographs in brochures, flyers and any other advertising, promotional or educational materials.

31385 Fromm Drive
Bingham Farms, MI 48025

Toll Free 866-380-SAIL
Phone 248-563-5413



The undersigned further expressly agrees that the foregoing waiver and release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and if any portion thereof is held invalid, it is agreed that the balance, notwithstanding, shall continue in full force and effect.

The undersigned has read and voluntarily signed this agreement and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. This agreement shall be governed under Michigan law.

I AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE CONTRACT BETWEEN PARTICIPANT AND FAIR WIND SAILING SCHOOL, OR BREACH THEREOF, OR RELATING TO THIS WAIVER AND RELEASE, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, UNDER THE COMMERCIAL ARBITRATION RULES IN OAKLAND COUNTY, MICHIGAN, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN THE OAKLAND COUNTY CIRCUIT COURT OR ANY COURT HAVING COMPETENT JURISDICTION THEREOF.

PARTICIPANT'S SIGNATURE _____

PARTICIPANT'S NAME (Printed) _____

PARTICIPANT'S ADDRESS _____

PARTICIPANT'S PHONE NUMBER _____

DATE: _____

FOR PARTICIPANTS UNDER 18

PARENT/LEGAL GUARDIAN'S SIGNATURE _____

PARENT/LEGAL GUARDIAN'S NAME (Printed) _____

DATE: _____