



LONG BEACH YACHT CLUB
DUFFY CHARTER WAIVER AND RELEASE OF LIABILITY
page 1 of 2

For and in consideration of Long Beach Yacht Club, together with its Elected and appointed Flag, and its officers, directors, employees, volunteers and contractors (collectively “LBYC”) allowing me, the undersigned, and/or my minor child (in either case, a “Participant”), to rent or charter or board or otherwise participate in any capacity in an event or activity (“Event” or “Events”) aboard a Duffy boat owned or operated by LBYC; I, for myself, and on behalf of my spouse, children, heirs, next of kin, and any legal and personal representatives, executors, administrators, and assigns, hereby agree to and make the following contractual agreements and representations pursuant to this Agreement (the “Agreement”):

- A. RULES AND REGULATIONS:** I hereby agree to abide by the rules, regulations, and policies of LBYC, including any and all COVID 19 related safety measures required by LBYC.
- B. ACKNOWLEDGMENT OF RISK:** By participating in this Event, I knowingly and voluntarily acknowledge the inherent risks associated with the Event, and agree that participation in any such Event involves risks and dangers including, without limitation, the potential for very serious bodily injury, sickness and disease (including communicable diseases), trauma, permanent disability and death; loss of or damage to personal property or earning capacity; accidents involving contact or collision with other vessels or natural or manmade objects; adverse and/or dangerous weather conditions; facilities issues and premises conditions; inadequate safety measures; LBYC volunteers and/or event staff of varying skill levels; the consumption of alcoholic beverages, which may add an element of risk from interaction with other individuals involved in the Event, or from transportation to or from the location of the Event(s), or from my own incapacitation and/or incapacitation of other Participants or individuals aboard the Duffy or other vessels; other situations beyond the immediate control of LBYC; and other undefined, not readily foreseeable and presently unknown risks and dangers (all of which, collectively, the “Risks”).
- C. ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused by or result from my own action or inaction, or that of my fellow Participants aboard the Duffy or other vessels, or the actions or inactions of others participating in the Event(s), or the negligent acts or omissions of LBYC, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities or losses arising from or related to my participation in any Event(s).
- D. RELEASE:** Notwithstanding the Risks identified above and other elements of risk and inconvenience, I wish to participate in the Event(s) because of my interest in boating and/or the activities that I expect to enjoy during the Event(s). Therefore, in consideration of LBYC allowing me and/or my fellow Participants and/or my minor child to participate in the Event(s), I hereby agree to accept any and all Risks associated with the Events with the knowledge of the dangers and risks involved. Further, I, of and for myself and/or minor child, and my heirs, assigns, and agents, hereby release LBYC, and hold LBYC harmless, from any and all disputes, claims, demands, liabilities, judgments, legal costs and attorneys’ fees, which are related to or arise directly or indirectly from the activities associated with the Event(s), ***including, without limitation, those due to the negligence, fault or other act or omission of LBYC.***
- E. PASSENGERS, GUESTS AND CREWMEMEBERS.** Each and every Charterer, passenger, guest, crewmember and parent of a minor child who participates in an Event in any manner whatsoever shall execute a copy of this Agreement.
- F. MINOR CHILD INDEMNIFICATION.** In the event that a passenger, guest or crewmember participating in the Event(s) is my minor child as designated on page 2 of 2 of this Agreement, I agree to release, hold harmless and indemnify LBYC for any claims brought against LBYC by or on behalf of the minor child.
- G. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I (as the Charterer identified below and/or as the Participant or the Parent/Legal Guardian of a minor child identified on the reverse side of this page [page 2 of 2]) HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW THAT IT CONTAINS A DETAILED ASSUMPTION OF RISK, RELEASE, INDEMNIFICATION AND WAIVER FROM LIABILITY. I HEREBY AGREE TO ALL OF THE PROVISIONS SET FORTH ABOVE.
A copy or electronic transmission of this Agreement including the signature(s) below or on the reverse side of this page, shall be as valid and binding as an original.

Charterer’s Name

Signature

Date

Charterer shall provide this Agreement to all passengers, guests and crewmembers who will be aboard the Duffy during the Term of the Charter, and instruct them to read the Agreement and sign on the reverse side (page 2 of 2).



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I (as the Participant and/or the Parent and/or Legal Guardian of a minor child identified below) HAVE CAREFULLY READ PAGE 1 of 2 (the reverse side) OF THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW THAT IT CONTAINS A DETAILED ASSUMPTION OF RISK, RELEASE, INDEMNIFICATION AND WAIVER FROM LIABILITY. I HEREBY AGREE TO ALL OF THE PROVISIONS SET FORTH ON PAGE 1 of 2 (the reverse side) OF THIS DOCUMENT. A copy or electronic transmission of this Agreement including the signature(s) below or on the reverse side of this page, shall be as valid and binding as an original.

KEY: AP = Adult Participant P = Parent of Minor Child

_____	_____	AP _____ P _____
Adult Participant and/or Parent’s Name	Signature	Status (circle either or both)

Printed Names of Participating Minor Children of the Adult Participant above (Required for participants under age 18)

_____	_____	AP _____ P _____
Adult Participant and/or Parent’s Name	Signature	Status (circle either or both)

Printed Names of Participating Minor Children of the Adult Participant above (Required for participants under age 18)

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