



MEMBERSHIP LIABILITY RELEASE & WAIVER AGREEMENT

In consideration for my voluntary participation in marine boating activities associated with the Hyannis Port Yacht Club (including, without limitation, use of the Club Launch, docks, or pier, enrollment in Club sponsored regattas or any organized Club activities) (collectively, “Club Activities”), the undersigned participant, (“Participant”), and if such Participant is a minor under a Family Membership, the Participant’s parent or legal guardian, and behalf of any guest invited by the Participant and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, “Releasors”), hereby forever waive, release and discharge the Hyannis Port Yacht Club, its affiliates such as Club landlord, the Hyannis Port Civic Association, and their respective members, managers, employees, volunteers, officers, directors, agents, representatives, successors and assigns (each a “Released Party”) from any and all claims, demands, damages, judgments, executions, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releasor may have, or claim to have, against any Released Party resulting from death, illness, personal injury, property damage or other loss Releasor may sustain as a result of participating in any Club Activities associated with the Hyannis Port Yacht Club, other related activities (including land-based activities), or the use of the Hyannis Port Yacht Club’s or Hyannis Port Civic Association’s equipment and facilities.

THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH PARTICIPATION IN CLUB ACTIVITIES ASSOCIATED WITH THE HYANNIS PORT YACHT CLUB, EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY.

Releasors hereby acknowledge that serious accidents occasionally occur during Club Activities and that mortal or serious personal injuries and/or property damage or other loss may result from participation in such activities, including further injury or damage sustained as the result of the efforts of third parties who come to the aid of Participant and from the transmission of illness, such as from COVID-19 and other communicable diseases of contagious nature and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

Releasors hereby agree to indemnify and hold harmless the Released Parties for claims, demands, damages, judgments, executions, rights of action or causes of action relating to any such injury or damage or from such causes of action from any Guest invited by the Participant to engage in Club Activities.

Participant hereby agrees to pay the Hyannis Port Yacht Club for loss or damage due to Participant’s intentional, negligent, or careless use or misuse of equipment (including boats) or facilities. Participant further agrees to abide by all rules and instructions of the Hyannis Port Yacht Club or its representatives or agents relating to participation in Club Activities associated with the Hyannis Port Yacht Club and Participant agrees that his or her the failure to observe and obey such rules may result in revocation of the right to participate in any such activities without further recourse.

I have read this Liability Release and Waiver Agreement, fully understand its terms, and freely and voluntarily sign it:

Participant Signature:

Participant Printed Name:

Today’s Date:

ON BEHALF OF ALL FAMILY MEMBERS UNDER 18 YEARS OF AGE -- PARENT OR GUARDIAN

I represent and warrant that I am the parent and/or legal guardian of Participant and I agree, on behalf of the Participant, to all terms in the above Liability Release and Waiver Agreement. I further guarantee the potential financial obligations undertaken above. I give permission to the Hyannis Port Yacht Club and its agents to undertake and/or authorize any medical treatment deemed necessary, in their discretion.

Parent / Legal Guardian Signature:

Parent / Legal Guardian Printed Name:

Today's Date:
