

## Sailboat Rental Agreement

### Assumption and Acknowledgement of Risks and Liability and Release of Liability Agreement

In consideration of being able to rent and/or use a Rehoboth Beach Sailing Association ("RBSA") sailboat, receive RBSA and services, and participate in water sports and related activities on RBSA property and in the Rehoboth Bay, I \_\_\_\_\_, for myself, my children, heirs, personal representatives, and/or assigns, and for all my guests participating in such activities with me, hereby agree to the following:

1. **Knowledge of Sailing and Water Activities:** I represent and warrant that I am fully familiar with sailing, understand how to sail, am experienced in sailing and know how to handle and sail and sailboat.
2. **Safety:** I represent and warrant that I and everyone on the boat with me will at all times wear a U.S Coast Guard approved personal flotation device (life jacket), will stay inside the boat at all times, and will call for help if needed. I recognize that I must stay within view of RBSA on Rehoboth Bay at all times so that RBSA personnel can see my boat. I further represent and warrant that I am aware of the weather and will, believe it is appropriate for sailing, and will head back to RBSA if at any time, the weather changes and/or I feel unsafe.
3. **Acknowledgement of Risks:** I acknowledge there are many risks present in sailing a boat, participating in sailing, participating in water sports activities including but not limited to: (i) changing water flows, tides, currents, wave action and ship wakes; (ii) other boats on the water including but not limited to motor boats, sailing boats, fishing boats and lines, commercial boats, and man made and natural hazards and objects; (iii) wind shear, inclement weather, lightning variances, low tides, sand bars, obstructions in the bay, and extremes of wind, weather and temperature; (iv) my own and my passengers sense of balance, physical coordination, ability to operate equipment, hypothermia, and/or drowning; (v) collision, capsizing, sinking and/or other hazard which may result in wetness, physical injury, exposure to the elements, hypothermia, drowning, and/or death; (iv) the presence of insects and marine life forms; (vii) equipment failure and/or operator error; (viii) heat or sun related exposures resulting in exposure and/or injuries including but not limited to sunburn, sunstroke, and/or dehydration; (ix) fatigue, chill and/or dizziness, which may diminish my and our reaction time and increase the risk of accident, physical injury, and/or death.
4. **Express Assumption of the Risk.** I agree to assume responsibility for all risks in any way associated with sailing and/or this water activity for myself and the passengers on the boat with me, whether identified above or not. My/our participation in this sailing and water sport activity is purely voluntary. I assume full responsibility for myself and any passengers on the boat for which I am responsible, for any bodily injury, accident, illness, paralysis, death, and/or loss of personal property, as well as any expenses for damage to the sailboat to RBSA as a result of any occurrence, accident, or happening that occurs while I am renting the sailboat and engaging in the water activities.
5. **Release.** I hereby release Rehoboth Bay Sailing Association, its principals, directors, trustees, officers, employees, agents, members, and volunteers FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL PERSONAL INJURY TO OR DAMAGE (INCLUDING

DEATH) TO ME AND ANY PASSENGERS ON THE SAILBOAT I AM RENTING EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF REHOBOTH BEACH SAILING ASSOCIATION.

6. **Governing Law and Jurisdiction.** This Agreement is governed and to be interpreted under Delaware law. The parties acknowledge and agree that jurisdiction of any claims related in whole or in part to anything under this Agreement shall be in courts located in the State of Delaware.

I HAVE READ THIS AGREEMENT AND UNDERSTAND BY SIGING THIS DOCUMENT THAT I AM WAIVING VALUBLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE REHOBOTH BEACH SAILING ASSOCIATION, IT PRINCIPALS, DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, MEMBERS, AND VOLUNTEERS.

Participant Name (print): \_\_\_\_\_

Participant Age: \_\_\_\_\_

Participant Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Participant Signature: \_\_\_\_\_