

## WAIVER OF RIGHT TO MAKE CLAIMS AGAINST BLUE WATER FOUNDATION AND ITS AGENTS

The Blue Water Foundation is a California not-for-profit corporation composed entirely of volunteers who are donating their time and resources to provide a free and safe sailing experience for inner city and at risk youth in the San Francisco Bay Area. It has been providing these voyages since 1992 and has received commendations from numerous civic organizations, school districts and police departments.

By agreeing to these conditions I shall waive any right I may have to make claim against Blue Water Foundation or its agents for any accidents or injuries that may occur during a sailing trip in which I am on board. This agreement is binding upon me and any child I bring on the voyage and I have read it carefully before I agreed to it.

Blue Water Foundation has made available sail boats and experienced captains/sailors at no cost to participants. All participants on the sail will be required to wear a life jacket for the entire voyage and should obey the safety instructions of captain and crew. While precautions will be taken to ensure a safe trip, it is understood that any outdoor activity, including sailing, entails some risk. You hereby agree to waive any and all rights to file a lawsuit or otherwise claim damages for death or injury against the Blue Water Foundation, the Foundation's officers, directors, and/or members, the captain and crew of the vessel, the San Francisco Police Department, School District and the owners and operators of the vessels, whether or not said vessels and owners are part of the Blue Water Foundation or are third parties who have agreed to provide their private vessel for use by the Foundation.

Any and all disputes concerning this waiver or breach hereof shall be resolved by binding arbitration under the auspices of the American Arbitration Association at San Francisco, California, with the award of the arbitrator entered in any court of competent jurisdiction. The prevailing party in such arbitration shall receive reasonable attorney's fees and costs incurred in the arbitration and court enforcement of the arbitration award. California law shall apply to this waiver and this agreement may only be altered in a writing executed by all parties and supersedes any prior understanding between the parties. I understand I am waiving the right to a jury by signing this waiver.

All participants should bring warm clothing, gloves, sunscreen and a hat. Please do not wear black soled shoes. I confirm that I am at least 18 years old at the time I agree to the terms of this document.

Participants of a Blue Water foundation sail may be photographed and/or filmed/videotaped. A sample of potential usage of images may be seen at [www.bluewaterfoundation.org](http://www.bluewaterfoundation.org). Signature of this form gives the Blue Water Foundation consent to use those photographs, films/videotapes, recordings, voice, likeness and images for promotional use for both public and private display.

This waiver must be signed and presented to the Captain before boarding the boat.

Sincerely,

THE BLUE WATER FOUNDATION  
[www.bluewaterfoundation.org](http://www.bluewaterfoundation.org)

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Name: \_\_\_\_\_

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

Emergency Contact and Phone number: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Signature