

**RELEASE, COVENANT NOT TO SUE, AND
HOLD HARMLESS AGREEMENT**

RELEASE:

I/we, the undersigned individual/group, hereby **RELEASE THE NORTH FLATHEAD YACHT CLUB FROM ANY AND ALL DAMAGES, whether they be personal injury(ies) or property damage** that may occur to either myself or anyone in my group while on the property of the North Flathead Yacht Club in Somers, MT, or while participating in any regattas, races, or other events either at the Yacht Club, on Flathead Lake, or elsewhere.

COVENANT NOT TO SUE:

I/we the undersigned covenant not to sue North Flathead Yacht Club or any of its officers or members if I/we or anyone in the undersigned group is personally injured or damaged, including destruction or loss of property, life, or limb.

HOLD HARMLESS:

I/we and my group acknowledge that sailing and related activities can be dangerous and there may be serious injuries or death, and I/we hereby agree to hold the North Flathead Yacht Club from any damages that may occur to myself or to anyone in my group and agree not to sue the North Flathead Yacht Club for same and **AGREE TO HOLD THE NORTH FLATHEAD YACHT CLUB HARMLESS** in the event that I am injured or anyone in my group is injured and claims damages or personal injuries while on the North Flathead Yacht Club property or participating in

any North Flathead Yacht Club event, either on Flathead Lake or elsewhere, to include attorney's fees, costs, and property damage.

ACKNOWLEDGEMENT:

I/we hereby:

- (1) Acknowledge receipt of an executed copy of this document;
- (2) Understand what the foregoing document means;
- (3) Have voluntarily sign same; and
- (4) Understand that this release is binding upon myself, my group, my heirs, assigns or representatives.
- (5) Acknowledge valuable consideration for signing this document, i.e. use of the North Flathead Yacht Club property, docks, events, regattas, etcetera.

AUTHORIZATION:

I, the undersigned, am authorized by the group listed below to enter into this agreement and acknowledge and state that I have authority to bind my group in executing this document. I further agree to instruct and inform members of my group of the contents of this document, although failure for me to do so shall not be considered a defense or waiver by them or me.

DANGERS:

I also acknowledge that there are dangers on the North Flathead Yacht property, such as docks, drop-offs, retaining walls, inclement weather on or off the lake, and that children are especially in danger if not chaperoned by their parents both on and off the water. **I**

ACKNOWLEDGE AND AGREE TO INFORM PARENTS OF ANY MINOR CHILDREN, AS WELL AS THE PARENTS THEMSELVES, OF THE DANGERS INHERENT -- THE DOCKS, THE DROP-OFFS, AND THE WATER, AS THERE IS NO LIFEGUARD ON DUTY ON

**RELEASE, COVENANT NOT TO SUE
AND HOLD HARMLESS AGREEMENT**

THESE PREMISES. The safety of the children in my group is the responsibility of the parents and not that of the North Flathead Yacht Club.

DATED this ____ day of _____ 20_____.

[Individual]

[GROUP NAME]

By: _____
[Authorized Signature]

NORTH FLATHEAD YACHT CLUB

By: _____
[Authorized Signature]