

TANTILLO ADAPTIVE SAILING FOUNDATION
ASSUMPTION OF RISK AND RELEASE AGREEMENT

Please read the following carefully. This agreement includes important information and releases. Please ask us if you have any questions about this agreement.

I understand that, like all water and boating activities, the sailing experiences offered by Tantillo Adaptive Sailing Foundation (the "Foundation") can be dangerous, and involve the risk of injury or death to myself, and damage to property. I understand that such risks include, but are not limited to: (a) loss of or damage to personal property; (b) bodily injury, drowning or fatality; and (c) accident or injury at rural lake locations without medical facilities. I understand that there are environmental and weather hazards that the Foundation cannot anticipate or avoid. I understand that the Foundation's instructors and volunteers are not medical professionals and cannot assess my physical or emotional condition. I believe that I do not have any conditions that would limit my participation in the Foundation's sailing activities and have fully explained any disabilities or infirmities that I may have to Foundation personnel or volunteers. I understand that no medical benefits will be provided to me during these activities, and that I and/or my insurance shall be solely liable to pay for any medical expenses incurred on my behalf.

I certify that I am 18 years of age or older, or that I am the legal guardian and/or parent of the minor passenger using the services of the Foundation with authority to sign this document on said minor's behalf. If I am signing for a minor participant, all waivers, releases, assumptions of risk, terms of agreement, representations, acknowledgments, and certifications apply equally to such minor.

I agree to follow all instructions of the Foundation's instructors and volunteers in connection with this sailing activity. I understand that my failure to do so may jeopardize my safety and the safety of the instructor and other participants and persons. I agree to wear and keep my personal flotation device properly secured and fitted at all times while required by the instructors and volunteers of the Foundation, including all times while on board the Foundation's vessels.

Being aware of the risks involved, I am voluntarily applying to participate in sailing and associated activities operated by the Foundation. I understand that the waivers, indemnifications, releases, and assumptions of risk herein contained are consideration for the right to participate.

I expressly, willingly, and voluntarily assume full responsibility for all risks of any and every kind involved with or arising from my participation in the activities of the Foundation.

Without limiting the generality of the foregoing, **I hereby irrevocably release Tantillo Adaptive Sailing Foundation**, its board members, officers, instructors, volunteers, employees, agents, representatives, contractors, subcontractors, successors, heirs, assigns, affiliates, and legal representatives (the "Released Parties") from, and hold them harmless for, all claims, rights, demands or causes of action whether known or unknown, suspected or unsuspected, arising out of the sailing activities, which I or my successors, heirs, or assigns may have against the Foundation, and I agree to make no claims against or sue the Released Parties for injuries, death, or property damages relating to such activities, even if any injury, death, or property damage is caused due to the active or passive negligence of the Released Parties or any dangerous conditions of any property upon which the sailing activities may take place.

This Assumption of Risk and Release Agreement is the full, final, and entire agreement between the undersigned and the Released Parties regarding these matters. The laws of the State of Kansas shall apply to this Agreement.

BY SIGNING BELOW, YOU CERTIFY THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT.

Participant Name (Print)

Participant Signature

Date

Guardian Name, if participant is a minor (print)

Guardian Signature

Date