

Soul of the Caribbean Sailing Company

62 Honduras
Frenchtown Marina
St. Thomas, USVI 00802
Phone: 270-485-6226

Agreement for Release, Discharge, and Assumption of Risks Agreement
You must read this document carefully and understand it before you initial all the paragraphs and sign it.

Print

Name: _____

Address: _____

Telephone: _____

I am over the age of eighteen or I am the legal guardian for _____ who is under the age of eighteen. In consideration for the services provided by Soul of the Caribbean Sailing Company, I, my successors, heirs, assigns, and personal representatives, as well as the person for whom I am acting as legal guardian, agree to assume the following risks and release and discharge Soul of the Caribbean Sailing Company as follows:

_____ **Disclosure of Risks.** I am aware that sailing, and any other scheduled or unscheduled activity in which I am about to voluntarily engage bears known and unknown risks which could result in injury, or harm to person or property. These risks include but are not limited to: DROWNING, SUNBURN, FIRE, CHANGING WEATHER, CHANGING WATER CONDITIONS, COLLISIONS WITH NATURAL OR MANMADE OBJECTS OR OTHER PERSONS, THE CONSUMPTION OF FOODS AND BEVERAGES, THE LIMITS OF MY OWN PHYSICAL CONDITION, OR THE BEHAVIOR OF MARINE LIFE.

_____ **Assumption of Risk.** I freely and voluntarily assume and accept the risks of any injury or harm to my person or property which may result from the risks described above or any other known or unknown risks or hazards related to any activity with Soul of the Caribbean Sailing Company. This assumption of risk expressly includes the risk of injury or harm that may be caused by the negligent acts or omissions of third parties.

_____ **Insurance and Physical Condition.** I understand the Soul of the Caribbean Sailing Company is not providing any medical or other insurance benefits for me. I am in good health and have no physical condition, mental condition, disability, impairment, or injury that would make it dangerous for me to participate in any Soul of the Caribbean Sailing Company activity.

_____ **Mental Capacity.** I have not consumed any drugs that would impair my ability to safely operate a sailboat or participate in any other water activity with the Soul of the Caribbean Sailing Company, or that would impair my ability to knowingly enter into this agreement.

_____ **Equipment Use.** In consideration for Soul of the Caribbean Sailing Company providing sailing, snorkeling, and other activities, I agree that I am personally responsible for the cost of repair or replacement for any negligent damage or loss I cause to any property or equipment (up to a maximum of \$500.00) which the Soul of the Caribbean Sailing Company provides for my use. This expressly includes any damage I cause to equipment or property through collisions with any person or thing.

_____ **Release and Discharge.** I voluntarily release and discharge Soul of the Caribbean Sailing Company from all liability, claims, demands, or causes of action that are related to, arise from, or in any way connected with my participation in any Soul of the Caribbean Sailing Company activity. This includes claims related to the risks described above, as well as the negligent acts or omissions of third parties. I also agree to hold harmless and indemnify Soul of the Caribbean Sailing Company fees in connection with any claim or claims which may arise from any activity in which I engage.

_____ **Effect of Release and Entire Agreement.** I UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT, I AM RELEASING AND WAIVING ANY LEGAL RIGHT I MAY HAVE TO ATTEMPT TO RECOVER DAMAGES, ATTORNEY'S FEES, COSTS OR ANY OTHER AMOUNTS, THROUGH A LAWSUIT OR OTHERWISE, FROM SOUL OF THE CARIBBEAN SAILING COMPANY FOR ANY INJURY OR HARM TO MYSELF OR OTHERS RESULTING FROM ANY OF THE ACTIVITIES, DANGERS, RISKS, OR ACTIONS DESCRIBED ABOVE OR ANY OTHER ACTIVITIES IN WHICH I MAY ENGAGE WITH SOUL OF THE CARIBBEAN SAILING COMPANY. I HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.

SIGNATURE OF PARTICIPANT: _____

If the participant is under 18 years of age, I declare I am the parent or guardian of the participant and agree this document will bind the minor participant and so limit his or her legal rights.

SIGNATURE OF PARENT OR GUARDIAN: _____

Please mail to our US office: 4308 Loft Cove, Owensboro, KY 42301