



Festival of Sail San Francisco 2008
Release of Liability for Excursion Sails

For participating aboard all vessels in/or for the Festival of Sail San Francisco 2008

Please bring this completed form and photo identification to the vessel – A separate agreement is required for each minor and adult participant. Parent or legal guardian must sign agreements for participants under age 18.

Vessel Name: _____ **Trip Date:** _____

Participant Name: _____ **Age (if youth)** _____

Mobile Number: _____ **Email:** _____

Parent of Guardian of Minor: _____

Address: _____ **City:** _____

Emergency Contact: _____ **Relationship:** _____

Emergency Number: _____

**All individuals participating in excursion sails must be in the mustering area 30 minutes prior to the scheduled sailing times for instructions and additional information. The mustering area is located close to the vessel and in some instances directly dockside the vessel. Those that are not present to receive the information forfeit the opportunity for that sail and the cost associated with the reserved reservation.*

Safety: I shall observe all safety rules and/or instructions provided to me by Vessel and/or Festival of Sail San Francisco (“FOS”) representatives while on the Vessel, gangways and piers, and will at all times conduct myself with due consideration and regard for my safety, the safety of others, and the safety and security of the Vessel. I shall at all times wear shoes appropriate for use on a boat, and shall use both hands to hold rails while using gangways, ladders and passageways aboard the Vessel. I shall not enter areas or rooms on the Vessel that are closed to the public, climb into the rigging or in any way interfere with the operation of the Vessel. I understand that there are potentially dangerous conditions and activities aboard the Vessel, including the operation of machinery, use of ladders and gangways, handling of lines and other activities that could potentially cause personal injury or death. I understand that the San Francisco Maritime National Park Association, FOS, the Vessel and/or its owners and/or operators do not warrant the seaworthiness or safety of the Vessel.

Participation Release: I acknowledge that I have voluntarily chosen and hereby give permission for myself/my child to participate in an Excursion Sail on one of the participating vessels in the Festival of Sail San Francisco 2008. In consideration of my participation in the Excursion Sail, I hereby certify that I am cognizant of the inherent dangers of sailing and water related activities and I hereby voluntarily assume such risks. On behalf of myself, the above-named participant, my estate, family, heirs, successors, and assigns, I hereby agree to unconditionally and forever release, defend, indemnify and hold harmless the Vessel and its owners, operators, and charterers, the San Francisco Maritime National Park Association, The National Park Service, the City and County of San Francisco, event sponsors and their respective shareholders, affiliates, corporate parents, subsidiaries, trustees, directors, commissioners, officers, employees, agents, underwriters and contractors (collectively “Indemnitees”) against and from any and all losses, damages, expenses (including attorney fees), claims, demands, causes of action or liabilities for personal injury, death, property or consequential damages of whatever kind and by whomever and wherever asserted arising out of, resulting



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from or related to the undersigned's presence and/or activities on board or related to the Vessel and/or the Excursion Sail.

I hereby expressly and voluntarily assume all risks in connection with said activities, whether foreseeable or unforeseeable. I further agree to indemnify the vessels and event organizers from all claims, demands, costs, or judgments arising out of my own acts or omissions while participating in the above-referenced event. I further state that I am of lawful age and legally competent to sign this affirmation and release; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document as my voluntary act.

Medical Release: I understand that medical facilities aboard the Vessel are limited, and medical care may be limited or unavailable aboard the Vessel in the event of illness or injury. I hereby give permission to the vessel owners and operators, the San Francisco Maritime National Park Association, FOS or any adult member of the participating organizers to arrange for transport of myself/my child to a doctor and/or hospital for treatment should any accidents occur. I authorize all medical, surgical diagnostic and hospital care procedures which may be performed or prescribed for myself/my child by emergency or medical personnel when in their professional judgment such care is deemed immediately necessary or advisable safeguard myself/my child. I waive my right of informed consent to such treatment. *If, for religious or other reasons, you wish NOT to authorize treatment, please attach a letter of explanation.*

Photo Release: I hereby give permission for Vessel owners and/or operators, the San Francisco Maritime National Park Association, event sponsors and their respective employees, representatives or agents to photograph myself/my child and allow the use of these pictures as they pertain to the celebration of the Festival of Sail San Francisco. I release all publication rights to said photos.

Forfeiture of Excursion sails: I or the above named individual participating on this Excursion Sail understand and acknowledge that tickets for excursion sails are non-refundable. If either myself or the participating individual named above is removed from the ramps, floats or vessels for acts of misconduct or safety reasons, or fails to appear at the appointed place and time as directed will not be refunded for missing their excursion sails, nor will they be able to use their ticket on another schedule time or vessel.

I HAVE BEEN FULLY INFORMED OF THE CONTENT OF THIS AGREEMENT BY READING IT BEFORE SIGNING.

Participant: _____ Date: _____

Parent Guardian of Minor Participant: _____ Date: _____

**THIS FORM MUST BE COMPLETED AND SIGNED PRIOR TO BEING ALLOWED ON THE
RAMPS LEADING TO THE VESSELS.**

THIS FORM WILL BE COLLECTED WHEN BOARDING EACH VESSEL.