

**THE CORINTHIAN YACHT CLUB OF PHILADELPHIA**  
**("CYCOP")**

**WAIVER, RELEASE OF LIABILITY, AND HOLD HARMLESS/INDEMNIFICATION AGREEMENT**  
**READ CAREFULLY AS THIS AFFECTS YOUR LEGAL RIGHTS**

Updated 4/23/2023.

I, \_\_\_\_\_ (the "Participant") will be participating in the use of CYCOP's waterfront, pool area, sailing/junior camp, and/or vessel (collectively, the "CYCoP Facilities") as captain, crew, Participant, camper, or spectator, and understand that **I will be exposed to above normal inherent risks of accident, injury or death.**

In consideration of and as a strict condition of my use of the CYCoP Facilities, I intend to be legally bound by this **WAIVER, RELEASE and AGREEMENT**. I also understand that I share the responsibility with each crew member for my safety and the safety of all on board any vessel, or otherwise using/participating in any of the CYCoP Facilities. I acknowledge the risks associated with these activities and therefore assume personal responsibility for them.

Further, I acknowledge that I have verified with my physician(s) that I have no physical or psychological conditions that would prohibit or adversely affect my participation in my use of said CYCoP Facilities and participation in such activities. I will disclose and discuss any concerns that I have about my physical or emotional abilities and the condition of the facilities and/or vessel and her equipment and my decision to participate is made solely in my discretion and responsibility.

As captain, crew, participant, or spectator, **I assume all risks of accident, injury, and loss of life**, for myself and for my heirs, executors, administrators and personal representatives. **I do hereby fully and forever RELEASE, DISCHARGE, and HOLD HARMLESS/ INDEMNIFY and agree not to sue or otherwise make a claim against CYCOP**, its officers, trustees, employees, agents, and/or members and their respective heirs, executors, administrators, successors, and assigns, as well as the captain and crew of any vessel on which I participate (collectively, the "Releasees"), from and against any and all liability, present and future claims, injuries, damages, causes of action, expenses of the crews of any vessels and/or in connection with any waterfront activity, including the pool and all other CYCoP Facilities, each of their respective successors, jointly and severally, including attorney's fees and court costs, rights of contribution, indemnification and any and all other liabilities of any kind or of any nature whatsoever, foreseeable or unforeseeable, that I or any person or entity claiming by, for, or through me, may have or claim to have in the future against any or all of them. I wish to enjoy some or all of the CYCoP Facilities and/or any vessel, its appurtenances, equipment, recreational facility/activity and ancillary activities arising from said use and freely give up certain legal rights as set forth in this **WAIVER, RELEASE, AND HOLD HARMLESS/INDEMNIFICATION AGREEMENT**.

I further understand that the foregoing **WAIVER, RELEASE, AND HOLD HARMLESS/INDEMNIFICATION AGREEMENT** includes, without limitation, waiver of any and all claims of injuries, damages, causes of action, expenses, rights of contribution and indemnification and any and all other liabilities which are caused in whole or in part by the negligence or claimed negligence or wrongdoing of any of the aforesaid persons. **I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

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

Participant Signature \_\_\_\_\_

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

Date of Birth: \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF SIGNING/PARTICIPATING**

This is to certify that I, as parent/guardian, with legal responsibility for the above-named Participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

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

Please email to (accounting@cycop.com) or mail this form with payment to:

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