

# Linda's Sailing Adventures & Tours LLC

## Release and Indemnity Agreement

This Release and Indemnity Agreement ("Agreement"), is executed on \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, on behalf of himself or herself and his or her heirs, assigns, devisees, executors, and administrators ("Releasing Party").

In consideration of being permitted to participate in the chartered sailing trips , organized by Sailing Adventures or Linda Morrissey O'Keeffe, Releasing Party forever releases, waives, discharges, and covenants not to sue Linda's Sailing Adventures & Tours LLC, its officers, members, or skippers, Linda Morrissey O'Keeffe, Tim O'Keeffe, and any of its or their agents, employees, personal representatives, heirs, assigns, devisees, executors, and administrators ("Released Parties"), for any loss or damage, and any claim, demand, action, or cause of action, of any kind or nature whatsoever, either in law or equity, whether known or unknown, arising from or as a result of his or her participation in the chartered sailing trip or any activities in connection with the chartered sailing trip, whether caused by negligence or not, including any accident which may occur as a result of participation in the chartered sailing trip or any activities in connections with the chartered sailing trip and any first aid, treatment, or service rendered to Releasing Party during the chartered sailing trip. Releasing Party agrees to indemnify the Released Parties for any loss, liability, damage, or cost incurred by Released Parties due to the presence of Releasing Party on the sailing trip, including damage or injury to the sailboat and its passengers and cargo caused, in whole or in part, by Releasing Party.

Releasing Party acknowledges and agrees that he or she is voluntarily participating in an inherently dangerous activity – sailing on a chartered trip. Releasing Party assumes full responsibility for and risk of bodily injury, death, and property damage while in or on the sailing trip or the sailboat, or while competing, officiating in, working, or for any purpose participating in the sailing trip or while on the sailboat.

Releasing Party expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that, if any portion of this Agreement is held invalid, the balance shall not withstanding, continue in full legal force and effect.

The Releasing Party states that he or she has carefully read this Agreement, has had the opportunity to seek the advice of legal counsel regarding this Agreement, and has executed this Agreement knowingly and voluntarily.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature