



**THIS IS A LEGALLY BINDING CONTRACT, TERMS AND CONDITIONS ARE AGREED TO IN EXCHANGE FOR PRODUCTS RECEIVED AND PRICES PAID WITH SIGNATURE ON PAGE ONE**

ROWING, KAYAKING, CANOE USE, SAILING, SKIING, BOATING AND PADDLING RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND REFUND POLICY ("AGREEMENT") between member and guests, user and guest, renter and guest, student, guest or charterer EITHER BAREBOAT OR CAPTAIN CHARTER ("USER"/"I") and Coggin Consulting, Inc., Sunset Charters, Lets Go Sailing, the Houston Rowing Club, the Lakeside Sailing School, All Points of Sail Sailing School, Club Riviera, Southwest Kayak Rentals, and/or the Lakeside Sailing Club, AND USED D/B/A'S ("Clubs")

IN CONSIDERATION of being given the opportunity to participate in any way in any rowing, sailing, club party, club function, skiing, boating, water activities and/or paddling activities("Activity"), USER enters freely into this legally binding contract.

USER for myself, my personal representatives, assigns, heirs, and next of kin, as well as any minor's parent and/or legal guardian agree to and: 1. ACKNOWLEDGE, agree, and represent that USER understandS the nature of Rowing, Sailing, Skiing, Boating and Paddling Activities, both on water and land based, and that USER and/or my minor children am/are qualified, in good health, and in proper physical condition to participate in such Activity and that I will abide by all prevailing terms, conditions and policies of the SCHOOL AND Club a copy of which is maintained on the premises.

2. FULLY UNDERSTAND that: (a) ROWING, SAILING, SKIING, BOATING, WATER AND PADDLING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages USER or my minor children may incur as a result of my or my minor children's participation in the Activity. USER understands this activity requires strong swimming ability. I hereby authorize any medical treatment deemed necessary in the event of injury while participating in any activity of the SCHOOL AND/OR Clubs;

3. AGREE AND WARRANT that USER will examine and inspect each Activity in which USER takes part as a USER or charterer of the Clubs and Schools (aka Sunset Charters, Coggin Consulting, Inc. , The Houston Rowing Club, the Lakeside Sailing School , The Lakeside Sailing Club and Club Riviera and All Points of Sail Sailing School, Seagoing Classrooms) or any other entity affiliated with those clubs/businesses/schools and that if USER observes any condition which USER considers to be unacceptably hazardous or dangerous USER will notify the proper authority and will refuse to take part in The Activity until the condition has been corrected to USER'S satisfaction;

4. HEREBY RELEASE, discharge, and covenant not to sue the Clubs or any of its affiliated clubs/businesses, their administrators, owners, directors, agents, officers, members, volunteers, and employees, other participants, organizers, sponsors, advertisers, and if applicable, owners and lessors of premises and/or vessels on which the Activity takes place, (each considered one of the "Releasees" herein) from all liability, claims, demands, bases, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and USER further agree that if, despite this release and waiver of liability, assumption of risk, And indemnity agreement, USER, or anyone on my behalf, makes a claim against any of the Releasees, USER WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as the result of such claim to the fullest extent permitted by law.

5. ACCEPT that as USER, there are no class fee refunds, rental fee refunds, membership refunds or purchase/charter/class refunds of any kind. Also, USER agrees (whether a member/user/renter or a guest or a student) to any film or photographs of me/us as participants become the property of the Club and may be used for promotional or commercial purposes and that dues may increase at anytime without notice but by not more than 5% per year billed monthly. USER also agrees that a 60 day notice of cancellation will be given and no credit card disputes will be made prior to the written (or email) notification nor will credit card disputes be made within 60 days after notification. Also, USERI agrees that the credit card supplied with this application may be used for all club, charter, miscellaneous and instructional activities at prevailing rates. This includes all lessons of any type, sailing, sculling and/or kayaking and continues until notified otherwise. Credit Card disputes WILL NOT BE MADE for rental/charter/user fees/class fees incurred. Terms are final as is where is.

6. AGREE to become familiar with all rules and regulations, exercising great caution when operating boats on area waterways. USER will be vigilant to changes in weather conditions and will not launch when storm activity is apparent or predicted in the local area. USER will at all times carefully inspect any and all rowing, sailing, skiing, water and paddling equipment which USER intends to operate before leaving the docks. Where equipment appears deficient or damaged in any way, USER will note this on the sign out sheet, advise Clubs management and return equipment to storage. I agree that as USER, USER IS responsible for damage and/or loss of any equipment or boat in my possession. USER'S signature on page one elects to opt out of the schools requirement of wearing PFD's at all times in a vessel.

7. FULLY UNDERSTAND that equipment is made available only to persons who have been certified to row, sail, water-ski, general water activities or paddle by a Club instructor OR that USER and USER'S guest and minor children am/are capable of such activity without such instruction. Should USER bring a guest, USER will insure that this certification has occurred or that USER'S guest is qualified to participate in any activity. USER may agree to not take a certification course before USER'S guest are allowed to use any rowing, sailing or paddling equipment and USER insures the USER and guest are capable of all activities. USER will be personally responsible for my guests and minor children as well as any equipment which they or USER chooses to operate and will return such equipment to its designated storage as a courtesy. 8. FULLY UNDERSTAND that USER is responsible to reimburse the Clubs for any damage to equipment caused by USER'S guests or USER and that USER IS required to sign out every time USER launches and that failure to do so may result in loss of membership or use of equipment privileges. 9. FULLY UNDERSTAND that safety is of primary concern to the Clubs. USER agrees to call 713-408-1318 if USER has any questions. If USER has an emergency, USER agrees to contact the proper authority: 911, Clear Lake Shores Police @ 281/334-1034, Rowing Management @ 713-408-1318 or Marina Management @ 281/334-1511. 10. BINDING ARBITRATION is agreed to by USER, USER'S GUEST, his/her heirs, assigns, executors, representatives and administrators of any kind to any dispute, claim or cause of action not released or waived by this Agreement and in any way related to or arising out of this Agreement, pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules and will be conducted in HARRIS County, Texas. USER WAIVES his/her right, if any, to a jury, court or bench trial of any type.

By filling out this form, USER acknowledges that USER has read this agreement, fully understands its terms, and understand that and that USER has signed it freely, that USER has given up substantial rights by doing so and have signed this without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement Is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

**(SIGNATURE see page one ) and sign in sheet**

And Sign in Sheet