

Spindrift Sailing Club, Ltd.

Lake Oologah, Oklahoma
c/o Redbud Marina * 9001 E Hwy 88 * Claremore OK 74017

MEMBERSHIP APPLICATION AND RENEWAL PROFILE

Please return with your check: \$100.00 annual dues

Skipper: _____ **First Mate:** _____

Crew: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: (H) _____ **(Cell)** _____ **(Other)** _____

Email: _____

Other Email: _____

Sailboat: (Manufacturer) _____ **Length** _____

Sailboat Name: _____ **Dock:** _____ **Slip:** _____

2nd Boat? _____

RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to complete, officiate, observe, or participate in any way in any race, practice race, social, regatta, raft-up, work-day or other event (hereinafter "EVENT(S)") in any way associated with or sponsored by SPINDRIFT SAILING CLUB, (hereinafter "SPINDRIFT"), the undersigned and each of them, for himself/herself, his/her personal representatives, heirs, and next of kin do/does hereby:

1. RELEASE, DISCHARGE AND CONVENANTS NOT TO SUE the directors, officers, agents and employees of the SPINDRIFT or any subdivision thereof (hereinafter "BOARD"), from all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin from and for any and all loss or damage, and any claim of demands therefore on account of injury to the person or property of resulting in death of the undersigned arising out of or related to the EVENTS(S), whether caused by the action, inaction or negligence of the board of otherwise so long as said individual members(s) of the BOARD was/were acting for or on behalf of SPINDRIFT as such director, agent or employee.
2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the BOARD and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the EVENTS(S) whether caused by the action, inaction or negligence of the BOARD or otherwise, so long as said individual member(s) of the BOARD was/were acting for or on behalf of SPINDRIFT as such director, officer, agent or employee.
3. HEREBY AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, and Indemnity Agreement extends to all acts of the negligence by the BOARD, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of Oklahoma and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND IT'S TERMS, AND FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Date: _____ Signature: _____

Signature: _____