

# **John Kretschmer Sailing**

## **Release And Waiver of Liability**

This Release And Waiver of Liability made this \_\_\_ day of \_\_\_\_\_, 200\_\_\_ is made with respect to the following facts:

- A. The undersigned is about to undertake an offshore sailing trip on the S/V \_\_\_\_\_, with Captain John Kretschmer and others from \_\_\_\_\_ to \_\_\_\_\_.
- B. The undersigned acknowledges that such a trip is inherently dangerous, and risks both injury and loss of life, which no degree of caution or care on the part of the Captain or boat owner can remove, including in the preparation of the boat, the selection of the other crew, and the choice of when to sail, and other decisions during the course of the trip, including decisions concerning boat handling and navigation.
- C. Despite these risks the undersigned wishes to undertake the trip, and is willing to accept the risks inherent therein.
- D. In consideration of being allowed to undertake the trip the undersigned, as an inducement to the Captain and vessel owner hereby agrees to this release and waiver of liability, on his/her own behalf and on behalf of his/her assignees, successors, descendants, heirs, personal representatives, and all persons claiming by or through him/her.

Now therefore for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees as follows:

- 1. The undersigned hereby releases and waives any claims and/or demands for liability, damages, and/or money, as against Captain John Kretschmer, and the owners of the above named vessel, their agents, successors, personal representatives, and assigns, except for cases of gross misconduct or gross neglect, which are the only claims reserved from this release and waiver.
- 2. The undersigned on his/her own behalf, and on behalf of his successors, assigns, personal representatives, heirs and descendants, agrees to hold Captain John Kretschmer and the owner of the above vessel, free harmless and indemnified

against any claims made in connection with the above described trip, including any claims by his/her heirs or descendants, and/or claims by any other persons on the trip related to his/her conduct.

3. The undersigned acknowledges that both Captain John Kretschmer and the owner of the above vessel are relying on this release and waiver in undertaking the trip with the undersigned as crew, and that but for the execution of this release and waiver they would not do so.
4. The foregoing release and waiver shall be binding upon the undersigned, his/her successors, assigns, personal representatives, heirs and descendants, and any other person claiming by or under him or her; and shall inure to the benefit of Captain Kretschmer and the owners of the above described vessel, their successors, assigns and personal representatives.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

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