U. S. BRIG NIAGARA

Day Sail Program – Waiver

Note: If sailing with multiple persons in your party, EACH person must complete a waiver.

WAIVER AND RELEASE OF LIABILITY STUDENTS, TRAINEES, VOLUNTEERS, STAFF, OR GUESTS

In consideration of being permitted to participate in activities sponsored by the Pennsylvania Historical and Museum Commission, ("PHMC"), the Commonwealth of Pennsylvania, ("PA"), or the Flagship Niagara League, ("FNL"), and/or in consideration of being accepted as a member of the FNL and with the intent to be legally bound, I release and discharge the FNL, the PHMC, PA, the municipalities in which activities are conducted, organizers, sponsors, and all of their officers, directors, trustees, agents, servants, representatives, employees, successors, affiliates, assignees and volunteers in any way connected with the activity, from all claims, demands, actions, causes of action, damages, judgments and executions which I, my heirs, executors, administrators, representatives or assigns might have, now or in the future, for any harm, injury, damage or occurrence, whether foreseen or unforeseen, which might arise from or be related in any way to my participation in any activities on/or relating to the U.S. Brig Niagara, ("Niagara"), and/or sponsored by the PHMC, the FNL or PA ("sponsored activities") except injuries which may be covered by workers compensation insurance, and I specifically assume all risks in connection with any such activities.

Sponsored activities shall include: any and all activities on or near the Niagara whether while docked at any port or while sailing; or any and all activities at any site controlled by the PHMC or the FNL where the Niagara may be temporarily docked, or any and all activities at any location whether in PA, or outside of PA, or outside the U. S. where the activity is sponsored by the PHMC, the FNL or PA; or traveling to or returning from an activity.

If I or my successors assert my claim in contravention of the agreement, I or my successors shall indemnify and hold harmless the PHMC, the FNL, and PA against loss or any claims, demands or causes of actions that might be brought by me or on my behalf regarding damages or injuries sustained by me while involved with a sponsored activity and shall be liable for expenses (including legal fees) incurred by the other party in defending whether or not as a result of ordinary negligence, unless the other party is finally adjudged liable on such a claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision or as consent to any other provision or as consent to any subsequent waiver or modification.

I also agree that the PHMC, the FNL or PA may subsequently use for publication and/or promotional purposes my name and/or pictures of me participating in any sponsored activities without obligation to me.

PARENT/GUARDIAN of Minor: As a parent or guardian of the below named minor, I give permission for the minor to participate in sponsored activities, and I agree individually and on behalf of the minor, to the above terms.

By so signing, applicant (and Parent/Guardian of applicant) indicates this entire document has been read, understood, and accepted.

Sail Date: _____ **Group/Organization Booking Name:** _____
*if applicable

_____ _____ _____
Name of Day Sail Student **Signature of Day Sail Student** **Date**

If Day Sail Student is 12-17 years old:
*Minimum age to sail is 12. If 12-16 must be accompanied by a parent or guardian.

_____ _____ _____
Name of Parent/Guardian **Signature of Parent/Guardian** **Date**

_____
Address **City** **State** **Zip Code**

(_____)_____ _____
Phone Number **Email**