

BY REQUESTING A PRIVATE SAILING LESSON ("LESSON") WITH THE CARLYLE SAILING ASSOCIATION ("CSA"), THE STUDENT ("STUDENT") HEREBY AGREES TO THE FOLLOWING TERMS AND CONDITIONS (THE "TERMS").

1. **Request a Lesson.** Apply and pay (\$75) for the Lesson online. CSA will then arrange for one of our instructors to contact you to set a schedule. Then you should contact Harbormaster Bob to reserve the boat. Let the instructor know if it is NOT the time or date that you requested. This will be one of your rentals even if you take a lesson on the instructor's boat. If the lesson is on your boat it does NOT count as a rental. Print and sign the waiver below and provide it to the instructor before the lesson

2. **Lesson Fees.** The Lesson Fee is \$75.00, which amount is due when the Student schedules the Lesson. Except as set forth in Section 4, there are NO refunds of the Lesson Fee for any reason, including Student's failure to attend the Lesson.

3. **Rescheduling a Lesson at Student's Request.** Student can reschedule a Lesson for any reason by proving written notice at least 24 hours prior to the Lesson. CSA will use good faith efforts to accommodate Student's request. Rescheduled Lessons must occur during the same sailing season. The CSA may reschedule the Lesson at any time (including the day of the Lesson) at its sole and absolute discretion, for any reason, including unsafe weather conditions, equipment breakdown or otherwise.

4. **Cancellation of Lesson.** The CSA may cancel the Lesson at any time at its sole and absolute discretion. In the event the Lesson is cancelled by the CSA prior to the Lesson, Student will receive a full refund of the Lesson Fee. If the Lesson is cancelled by CSA during the Lesson, Student will receive a pro-rata refund of the Lesson Fee if the Lesson is cancelled due to unsafe weather conditions, equipment breakdown or otherwise; provided, however, Student will receive no refund of the Lesson Fee if at any time the CSA determines that Student has engaged in an unsafe or improper conduct, or otherwise violated these Terms.

5. **ASSUMPTION OF RISK AND RELEASE. PRIOR TO THE LESSON, ALL STUDENTS (AS WELL AS THE PARENT OR GUARDIAN OF ANY STUDENT WHO IS A MINOR) MUST PRINT AND SIGN THE WAIVER AND RELEASE. NOTWITHSTANDING THE FOREGOING, BY SCHEDULING A LESSON, STUDENT AGREES THAT HE/SHE HAS READ THE WAVIER AND RELEASE, FULLY UNDERSTAND ITS TERMS AND IS BOUND THEREBY.**

6. **Miscellaneous.** Student acknowledges and agrees that CSA has made no representations, warranties, or covenants other than those expressly set forth herein. The provisions of these Terms may only be waived, amended or modified in writing by all parties. If there is more than one Student, each Student is jointly and severally liable for all of the obligations under these Terms. These Terms shall be governed by the internal laws of Illinois. Venue for any dispute under this Agreement shall exclusively be in the state courts of competent jurisdiction sitting in Clinton County, Illinois or the Federal Courts of the Southern District of Illinois. All terms and provisions of these Terms shall be binding upon the parties and their respective heirs, successors, representatives, agents and assigns. If any provision of these Terms is held by a court of competent jurisdiction to be void or enforceable, such provision shall be deemed fully severable, and the remainder of these Terms shall remain in full force and effect.

RELEASE AND WAIVER

For and in consideration of use of the Boat, the undersigned Students (collectively, the “**Students**”), and if any such Student is a minor, the minor’s parent or legal guardian, and their respective heirs, executors, administrators, personal representatives and next of kin (collectively the, “**Releasers**”), do hereby agree and consent to the following:

1. Assumption of Risks. The Students do hereby acknowledge and agree that (a) the USE OF THE BOAT INVOLVES THE RISK AND DANGER OF PROPERTY DAMAGE AND/OR MORTAL OR SERIOUS BODILY INJURY; (b) the cause of such risks include, but are not limited to, by the actions or inactions of the Releasers, the actions or inactions of others boaters, changing conditions, inclement weather, exposure to the elements, collision or capsize, drowning, the condition or malfunctions of the Boat, or the negligence of the Instructor, CSA and CSA’s directors, officers, members, employees, volunteers, agents, (collectively, the “**Released Parties**”); and (c) there may be other risks not readily foreseeable at this time. THE STUDENTS FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR ANY LOSSES, COSTS AND DAMAGES INCURRED BY THE STUDENT AS A RESULT OF HIS/HER PARTICIPATION IN THE LESSON. The Students acknowledge, agree and represent that they are physically capable of using the Boat.

2. Release. In consideration for the Students use of the Boat, THE RELEASERS DO HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, EXECUTIONS, OR CAUSES OF

ACTION, PRESENT OR FUTURE, KNOWN OR UNKNOWN, WHICH A RELEASER MAY HAVE, OR CLAIM TO HAVE, AGAINST ANY RELEASED PARTY RESULTING FROM DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS A STUDENT MAY SUSTAIN, IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE LESSON HOWSOEVER CAUSED, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF THE RELEASED PARTIES. All personal property kept, placed or left on or about the premises of the CSA or used in connection with the Lesson shall be at the sole risk of the Releasers and the Released Parties shall have no responsibility for such loss, theft, or damage to any such personal property. This Waiver and Release does not apply to gross negligence or intentional torts by the Released Parties.

3. Interpretation. THIS RELEASE IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY (INCLUDING LIABILITY THAT ARISES OUT OF NEGLIGENCE ON THE PART OF ANY RELEASED PARTY) TO THE GREATEST EXTENT ALLOWED BY LAW. The Releasers agree that this Release and Waiver shall be governed and construed in accordance with the law of the State of Missouri. If any portion of this Release is held to be invalid, the remaining provisions shall continue in full force and effect.

I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE KNOWINGLY AND VOLUNTARILY GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS TERMS. I AM AT LEAST 18 YEARS OLD AND AUTHORIZED TO EXECUTE THIS WAIVER AND RELEASE ON BEHALF OF THE STUDENT AND THE RELEASERS.

1. _____
 Printed Name Signature Date

2. _____
 Printed Name Signature Date

IF UNDER 18 YEARS OF AGE -- PARENT OR GUARDIAN. By signing above, I represent and warrant that I am the parent and/or legal guardian of Student and I agree for myself and on behalf of the Student to all terms in the above Wavier and Release.