

# Brandermill Sailing Club (Virginia)

## Waiver, Release, Assumption of Risk, and Indemnity Agreement

Revised April 2, 2026

In consideration of being permitted to participate in activities of the Brandermill Sailing Club ("Club"), I/We agree as follows:

### 1. Nature of Organization

The Brandermill Sailing Club is an informal, member-organized association, and participation is voluntary and undertaken at each participant's own risk, without any guarantee of safety or supervision.

### 2. Scope of Activities

This agreement applies to all participation in Club activities and use of any equipment or facilities, including both Club-owned and member-owned boats and related equipment used in connection with such activities.

### 3. Assumption of Risk/Safety Rules

I/We understand that sailing and related activities involve inherent and significant risks, including but not limited to:

- drowning
- collision with boats or objects
- capsizing
- equipment failure
- weather-related hazards
- slips, falls, and injuries on docks or shorelines

I/We voluntarily assume all risks, known and unknown.

I/We agree to follow all safety rules set forth in this document or communicated during/before activities, including wearing a personal safety device as required by any applicable law or regulation or as required by Club rules.

### 4. Release and Waiver of Liability

To the fullest extent permitted by Virginia law, I/We release, waive, and discharge the Brandermill Sailing Club and all individuals associated with it, including members, organizers, volunteers, boat owners, and event hosts, from any and all claims for injury, death, or property damage arising out of participation, including claims arising from ordinary negligence.

### 5. Indemnification

I/We agree to indemnify and hold harmless the Club and the individuals listed above from any claims, liabilities, damages, costs, or expenses (including attorneys' fees) arising from my/our participation or from the participation or conduct of my/our family members or guests.

### 6. Minors

If I/we am/are signing on behalf of a minor, I/we consent to the minor's participation, assume all risks on behalf of the minor, and agree to indemnify and hold harmless the Club and associated individuals from any claims brought on behalf of the minor.

### 7. Guests and Family

I/We understand that I/we am/are responsible for ensuring that any guests or family members are aware of these risks and accept responsibility for claims arising from their participation.

### 8. No Warranties

The Club makes no representations or warranties regarding the safety, condition, or suitability of any boats, equipment, or facilities.

### 9. Duration

This agreement applies for the duration of my/our participation in Club activities.

### 10. Acknowledgment

I/We have read and understand this agreement and sign voluntarily.

Name(s): \_\_\_\_\_ Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_