

**TOWN OF MADISON WAIVER, HOLD HARMLESS AGREEMENT  
AND RELEASE OF LIABILITY**

In consideration for the privilege of participating in the **Joe Manganello Memorial Regatta**, the undersigned hereby agrees that:

1. I understand that there are inherent risks involved in **Sail Boat Racing**, including the risk of serious physical injury or death and **I FULLY ASSUME ALL RISKS ASSOCIATED BY PARTICIPATING IN THIS PROGRAM, EXCEPT IF DUE TO THE NEGLIGENCE OF THE TOWN OF MADISON, GARVAN POINT SAILING CLUB AND THEIR AGENTS, SERVANTS OR EMPLOYEES**, including but not limited to equipment failure; lack of safety devices; lack of warnings or inadequate warnings; lack of instructions or inadequate instructions; slippery floor surfaces, contact or collision with any object while on the premises of Town of Madison Facilities: contact or collision with other participants while participating in this program, whether caused by negligence or intentional conduct by such other participants or persons.
  
2. I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF MADISON, GARVAN POINT SAILING CLUB AND THEIR AGENTS, SERVANTS OR EMPLOYEES** from any and all claims, suits or demands by anyone arising from my use of the Town of Madison facilities and equipment **EXCLUDING CLAIMS OF NEGLIGENCE ON THE PART OF THE TOWN OF MADISON, GARVAN POINT SAILING CLUB AND THEIR AGENTS, SERVANTS OR EMPLOYEES**.
  
3. I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, **HEREBY RELEASE, AND AGREE THAT I WILL NOT SUE THE TOWN OF MADISON, GARVAN POINT SAILING CLUB AND THEIR AGENTS, SERVANTS OR EMPLOYEES** for money damages for personal injury sustained by me while using the Town of Madison facilities and equipment **EXCEPT IF DUE TO THE NEGLIGENCE OF THE TOWN OF MADISON, GARVAN POINT CLUB SAILING AND THEIR AGENTS, SERVANTS OR EMPLOYEES**.

**I HAVE READ THIS WAIVER, HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I HAVE NOT BEEN INDUCED TO SIGN THIS AGREEMENT BY ANY PROMISE OR REPRESENTATION, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.**

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE

\_\_\_\_\_  
PARTICIPANT'S PRINTED NAME

\_\_\_\_\_  
DATE

**CONSENT OF PARENT OR GUARDIAN**

This is to certify that I, as parent or guardian with legal responsibility for this participant, do hereby consent and agree to his or her release as set forth above, and for myself, my heirs, assigns, successors, executors, administrators, and legal representatives, **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF MADISON, GARVAN POINT SAILING CLUB AND THEIR AGENTS, SERVANTS OR EMPLOYEES** from any and all claims, suits or demands by anyone arising from said participant's participation in the above listed program and use of the Town of Madison facilities and equipment **EXCLUDING CLAIMS OF NEGLIGENCE ON THE PART OF THE TOWN OF MADISON, GARVAN POINT SAILING CLUB AND THEIR AGENTS, SERVANTS OR EMPLOYEES**.

\_\_\_\_\_  
PARENT'S/GUARDIAN'S SIGNATURE

\_\_\_\_\_  
PARENT'S/GUARDIAN'S PRINTED NAME

\_\_\_\_\_  
DATE