

MEDFORD BOAT CLUB
P.O. Box 6
MEDFORD, MA 02156

Member's Waiver and Release

All modes of water sport are inherently dangerous. As a condition of participating in water activities and /or registering, storing, participating and utilizing a privately-owned or MBC-owned watercraft, the following named Member agrees as follows on behalf of themselves, their heirs, their assigns, guests and their next of kin:

1. I acknowledge and accept the risks inherent in watercraft operation and other water-related activities including, without limitation, motorboat operation, self-propelled watercraft operation, and waterfront activities, including swimming.
2. I acknowledge, agree and represent that I have received, reviewed and fully understand the House Rules of the Medford Boat Club and the MBC Watercraft Rules. I agree to act in a manner consistent with such Rules, will abide by each individual mandate and will refrain from acting contrary to said Rules in any way at any time.
3. I agree to use common sense while operating a watercraft vessel and in engaging in related water-based activities and to refrain from any conduct which may harm any person and/or the Medford Boat Club.
4. I will be observant for any potential risks or hazards to the safety of any person at the Medford Boat Club or related waterways and will promptly notify the Harbormaster of the Medford Boat Club of any such condition. I further agree not to participate in any such activity until the unsafe condition is corrected.
5. I HEREBY RELEASE, discharge, and covenant not to sue the Medford Boat Club, its administrators, directors, agents, officers, volunteers and employees, other participating Medford Boat Club organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Medford Boat Club operates, including waterways, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.
6. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my storage, use and enjoyment of my membership and watercraft at the Medford Boat Club.
7. In the event that any portion or portions of this agreement are deemed invalid, I agree to indemnify, save and hold harmless each of the released parties from any loss, liability damage or cost, including attorney's fees and expenses which any may incur as the result of any claim for injuries, losses or damages caused or claimed to be caused by their negligence.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

PRINT FULL NAME OF MEMBER: _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE: _____

