Eastern Marine Services Inc. T/A Eastern Watersports Waiver and Release Agreement

HOW DID YOU HEAR ABOUT US? _____

Address: _____

City: _____ **State:** _____ **Zip:** _____ **Telephone:** (___) _____-_____

E-Mail: _____

*****NAME AND PHONE NUMBER OF PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY*****

Name: _____ **Phone:** (_____) _____-_____

NOTE TO THE PARTICIPANT

Participation in any water related sport exposes the participant to certain risks and dangers. Accidents and injuries (both superficial and fatal) resulting from the forces of Mother Nature, boaters (both power and sail), malfunctioning equipment, unseen obstacles, fatigue, and your own misjudgment are a very real possibility.

Eastern Watersports considers safety to be its utmost concern and as such, its staff includes individuals trained in lifesaving, C.P.R., and First Aid. The nature of these sports, however, makes it impossible to foresee and protect the participant from all conceivable dangers associated with water and water sports. Once the participant leaves land and enters the water, be it a pool, lake, river, pond, stream, bay, ocean or other body of water, he/she must be prepared to assume all risks associated therewith.

AFFIRMATION AND LIABILITY RELEASE

THE UNDERSIGNED CERTIFY THAT THEY HAVE READ THE FOREGOING PRIOR TO THE SIGNING THEREOF AND AGREE AS FOLLOWS:

1. I hereby affirm that I have been well advised and thoroughly informed of the inherent dangers of Paddle Boarding, Kayaking, Swimming, Snorkeling, Sailing, Windsurfing, and SCUBA Diving.
2. I hereby agree to indemnify and hold harmless Eastern Marine Services Inc. T/A Eastern Watersports, PADI, State of Maryland, Department of Natural Resources, and any other related organization and all staff of the same, from any and all liability for any harm, injury, illness, death, or damages (physical, mental, or monetary), regardless of fault or negligence, which may befall me while participating in this program or while using any facilities related to my participation in this event. This release shall be binding upon my family, heirs, and administrators.
3. The undersigned hereby certifies that the participant (be it one's self or dependent) is a proficient swimmer and agrees for the participant to be tested by Eastern Marine Services Inc. T/A Eastern Watersports staff to determine the participants level of swimming proficiency if requested. Participant agrees to wear life jacket **AT ALL TIMES. NO EXCEPTIONS.**
4. I hereby agree to heed at all times the advice and instructions of Eastern Marine Services Inc. T/A Eastern Watersports staff and to practice common sense water safety procedures.
5. The undersigned also agrees to hold harmless and waive any and all claims against any and all facilities in which these activities may take place including but not limited to Merritt Athletic Clubs, Freestate Swim Club, or its agents and employees.
6. To the extent provided by Maryland Law, I also freely and voluntarily waive all claims for damages or loss to my person or property, or the person or property of third parties, that may be caused by an act, or failure to act, of Eastern Marine Services Inc. T/A Eastern Watersports, representatives of the same, the State of Maryland or its agents and employees, and release the Eastern Marine Services Inc. T/A Eastern Watersports and the State of Maryland from any and all claims.
7. I hereby agree to allow Eastern Marine Services Inc. T/A Eastern Watersports to use any and all photos of me during my participation in this and all future events in any and/or all of their marketing materials both on and offline without any additional consent required.

In consideration for my participation in this event and my participation in all future events with Eastern Marine Services Inc T/A Eastern Watersports, I hereby sign and certify that I understand and agree to all of the above and that it is correct to the best of my knowledge:

Participant Name	Signature or Parent / Guardian if Under 18	Age	Date