

Sankofa Odyssey Release of Liability, Assumption of Risk and Indemnity Agreement

In consideration of being allowed to participate in any way in the Sankofa Odyssey, related events and activities (“event”), the undersigned acknowledges, appreciates, and agrees that:

I HEREBY RELEASE AND HOLD HARMLESS the Sankofa Odyssey Organizers, its officers, officials, agents and/or employees, other participants, sponsoring agencies, and advertisers ("Releasees"), with respect to any and all liabilities, claims of any kind or nature whatsoever, actions, damages, costs or expenses which I may have against the Releasees arising out of or in any way connected with my participation in this event, including travel to or from this event, and which may be suffered by me before, during or after the event. I UNDERSTAND THAT THIS WAIVER INCLUDES ANY CLAIMS BASED ON NEGLIGENCE, ACTION OR INACTION OF ANY OF THE RELEASEES.

I recognize that the organizers of the Sankofa Odyssey are voluntarily organizing this event for promotion of the sport of bareboat sailing for those of African descent. I further recognize that the threat of litigation and unlimited liability may make it impossible for the organizers to achieve these goals and conduct other events.

I am joining the crew for the duration of the event and I agree to share responsibility for the safety of all. If I notice anything I find to be amiss, I will notify one of the organizers immediately, so that the trouble may be addressed.

I confirm my understanding that boating and sailing involve inherent risks, including but not limited to, hazards of traveling on a sailboat in rough weather conditions, accidents or illnesses in remote places without medical facilities, and the forces of nature. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation in the event.

I realize that the organizers carry no insurance for damage to or loss of my personal equipment, and I have adequate medical insurance. I agree to bear all costs of rescue or medical attention rendered to me (including any necessary air evacuation), arising from my participation in this event.

I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees from and against any and all actions, claims, demands, liability, loss, damage and expense of any kind, including attorney’s fees, arising from such claims.

I agree that this Agreement is intended to be as broad and inclusive as permitted by law and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature

Date

Print Name