

MORALE, WELFARE & RECREATION (MWR)

Coasters Harbor Island Marina 1397 Perry Road • Naval Station Newport, RI 02841 • 401-841-3283

April 8, 2025

Boating Rental, Operational Waiver and Indemnification

I'm enrolling in the Basic Keelboat Sail Training program or Safe Powerboat Handling Program conducted by MWR in accordance with standards set by MWR, U.S. Sailing and U.S. Powerboating. Our acceptance of your enrollment is contigent on your consent and agreement with the terms below:

- 1. I am an authorized patron of the MWR Newport.
- 2. I am capable of swimming fifty (50) yards and able to tread water for five (5) minutes without a Personal Flotation Device (PFD).
- 3. I understand that sailing and powerboating activities with MWR involve various physical risks such as risk of injury, property damage, and/or loss of life and agree that MWR Newport accepts no liability and provides no coverage for claims that may arise from the participation in these courses. I assume all risks arising from my activity with the MWR Basic Keelboat Sail Training program or Safe Powerboat Handling courses.
- 4. I have no health or physical issues that would prevent me from safely and fully participating in the MWR Basic Keelboat Sail Training program or Safe Powerboat Handling Program. I have no medical, physical, and other conditions that could be barriers or impediments to safe and full participation in the Basic Keelboat Sail Training program or Safe Powerboat Handling courses.
- 5. I release MWR Newport, U.S. Sailing, and U.S. Powerboating and all of their officers, directors, employees and agents and agree not to sue them in conjunction with any claims arising out of my participation in this MWR Basic Keelboat Sail Training program or Safe Powerboat Handling Program.
- 6. I waive any unknown future claims which may arise due to my participation with MWR Basic Keelboat Sail Training program or Safe Powerboat Handling Courses.
- 7. I indemnify and defend MWR, U.S. Sailing, and U.S. Powerboating and and their officers, directors, trustees, employees and agents against and hold them harmless from any and all claims, including attorney fees, which may arise from my participation in MWR Basic Keelboat Sail Training program or Safe Powerboat Handling courses.
- 8. I enter into this agreement for myself or on behalf of another for whom I am legally responsible and agree that the conditions herein apply to those for whom I have legal responsibility.
- 9. I have read, understand, agree and will comply with the terms and conditions above, by my signature below, and I realize this document relates to accepting liabilities and releasing my legal rights. I certify that I do so willingly, freely, and voluntarily.

DATE: _____