

Solstice Sailing, LLC  
DBA Bay Breeze Yacht Charters and Sailing School  
**Sailing School Release & Indemnification**

This agreement is entered into on \_\_\_\_\_, 2009, by **Solstice Sailing, LLC - Bay Breeze Yacht Charters** and **Sailing School ("Bay Breeze")** and (print student name below):

\_\_\_\_\_ ("**Student**").

**RECITALS**

- A. Bay Breeze is in the business of providing sailing instructions.
- B. Bay Breeze and Students have entered into a separate agreement for sailing instruction, which is incorporated by reference.
- C. Both Bay Breeze and Student desire to enter into this agreement.

In consideration of the sailing instruction Bay Breeze will provide, Student agrees to release Bay Breeze from all liability from any injury or claim arising out of the sailing instruction. The following examples of Student actions that release Bay Breeze from all liability are used for illustration only and in no way limit the complete release of the liability for any injury or claim arising out of sailing instruction. Student agrees not to:

- 1. Disobey instruction or orders from Bay Breeze instructor.
- 2. Attend instruction while under the influence of an intoxicating substance; and
- 3. Put other students at risk through his / her reckless or negligent actions.

Student recognizes that sailing presents inherent dangers and releases Bay Breeze (or its successors, assigns, employees, officers, directors, principals and agents) against all claims, demands and actions of any kind (except gross negligence on the part of Bay Breeze) arising out of Students participation in Bay Breeze's sailing instruction.

The laws of the State of Michigan shall control this agreement and any claim against Bay Breeze by Student shall be brought in the appropriate court for Grand Traverse County.

\_\_\_\_\_ **Dated:** \_\_\_\_\_  
Sailing School Student

\_\_\_\_\_ **Dated:** \_\_\_\_\_  
Bay Breeze Sailing School Representative