



AEOLIAN YACHT CLUB WORKSHOP USE GENERAL RELEASE

THE USE OF HAND AND POWER TOOLS IS AN ACTIVITY THAT IS INHERENTLY DANGEROUS. THE AEOLIAN YACHT CLUB REQUIRES ALL USERS OF ITS WORKSHOP AND TOOL INVENTORY TO ASSUME ALL RISK OF SUCH USE BY SIGNING THIS RELEASE.

This release must be duly executed and the signed copy returned in hard copy to the club mailbox, or scanned and sent via email to aeolianyachtclub@aol.com, and acknowledged as received by Port Captain in writing (email is sufficient) before the undersigned is authorized to use the workshop facilities and equipment.

The Aeolian Yacht Club is not a for-profit entity. It is a non-profit organization run for the benefit of its members whereby its members pool their talents, resources, and efforts to benefit the whole, which benefits ultimately flow through to the individual members. Members who are unwilling to agree to the reasonable conditions that have been imposed by the club for use of the workshop and club-owned tools are obviously free to utilize the many commercial services available nearby. This release also is intended to release any volunteers assisting in the use of the workshop facilities and club-owned tools from any liability.

Members are required to expressly release the club from any liability associated with use of the workshop facilities because it would be grossly unfair to all members to have to carry the risk of liability for damage based on an individual member's use of such facilities.

The undersigned, agent, heirs, and assigns, (hereafter, him, or the "undersigned") hereby releases from liability, waives all claims, discharges, and covenants not to sue the Aeolian Yacht Club (the "club"), its officers, its directors, its members, its affiliates and its agents (collectively, with the club, the "releasees") from/for any losses or damages and any claims or demands therefore, on account of injury to any person or property, or death or injury of the undersigned or any other person, whether caused by the negligence of the releasees or otherwise, arising out of the undersigned's use of club workshop facilities or equipment. Further, the undersigned warrants that he/she is fully aware of the risks and hazards present and hereby elects voluntarily to use such facilities and equipment, having taken all steps necessary to understand the present condition of such facilities and equipment and also knowing and accepting that said condition may become less safe over time.

The undersigned hereby expressly waives the benefit of any statute or rule of law that, if applied to release would otherwise exclude from its binding effect any claims not known by it to exist which arose prior to the signing of this release. The undersigned further acknowledges that it has read and fully understand the provisions of California Civil Code section 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. The undersigned, being aware of said Code section, hereby expressly waives, on behalf of the undersigned and the undersigned's affiliates, any rights and benefits that they may have under section 1542 of the Civil Code to the full extent that they may lawfully waive such rights and benefits, and shall waive any rights and benefits they may have under any other statutes or common law principles of similar effect.

In addition to the foregoing, and without limitation, by signing below, the undersigned represents and agrees as follows with respect to use of the club facilities and equipment:

1. I am aware of the dangers associated with the use of the workshop equipment and the possibility of injuries while using this equipment; I agree to assume full responsibility for my own safety and the safety of my property while using the workshop facilities and equipment.

2. I am adequately trained in the use of all equipment that I use in the workshop and in the use of all safety equipment associated with such equipment and will take all appropriate safety precautions in using such equipment.

3. In consideration for being allowed to use the facilities and equipment, I hereby release the releasees from any and all liability due to injuries or damage associated with my use of or access to the workshop facilities and equipment, including without limitation any such injuries or damage caused by the actions of such releasees, whether by affirmative action, omission, negligence or otherwise. The terms of this release shall also serve as a release and assumption of risk for my heir, executor and administrator, and for all members of my family, and may be pled as a total bar to any litigation.

4. For such consideration, I also agree to indemnify and hold the releasees harmless from any and all damages or bodily injury that may occur from my use of or access to the workshop facilities and equipment.

5. Without in any way limiting or modifying the releases and indemnification granted herein, given the technical nature of workshop procedures, I agree to conform to all club rules regarding the use of workshop facilities and will follow all instructions from club officers, directors or authorized agents.

6. I agree that, in connection with my use of the workshop, I will, following my use of the workshop, restore all equipment to its designated storage location(s), clean up and appropriately remove any debris I create, remove personal property from the workshop, and leave the facilities at least as clean as I found them.

7. I understand and agree that minors (persons under 18 years of age) may not use the workshop facilities or equipment and will not direct or permit any minors to use such facilities or equipment.

The undersigned warrants that he/she is at least 18 years of age and has read and has voluntarily signed this release and waiver of all liability and indemnity agreement, and agrees to all term herein.

Member Signature

Dated

Print Name

Office Only:	_____	Initials	Rev 02/17/22
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