

**CLEVELAND AMATEUR BOATBUILDING AND BOATING SOCIETY  
WAIVER OF LIABILITY**

This waiver of liability covers any member, guest or invitee of the Cleveland Amateur Boatbuilding and Boating Society ("CABBS") at the workspace at 3535 Perkins Ave., Cleveland, Ohio ("the Workspace") and/or as a participant in any event organized by CABBS at any other location ("CABBS Activities").

In consideration for use of the Workspace and being permitted to use the property, tools, equipment and services of CABBS, and/or for being permitted to participate in CABBS Activities the undersigned for myself, heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue CABBS, Ensign Spars, nor Cromwell Mechanical LLC, their officers, directors, members or agents from any and all claims or demands including negligence resulting in personal injury or property loss arising from, but not limited to, participation in activities, classes, observation, and use of tools and equipment, use of facilities belonging to CABBS, Ensign Spars, or Cromwell Mechanical LLC its members or agents and/or participation in any CABBS Activities at any other location.

**ASSUMPTION OF RISKS:**

**Participation in CABBS Activities.** I acknowledge that CABBS organizes and sponsors a variety of activities and events ("Activities"), which may include, but are not limited to: rowing, sailing, paddling, and other boating or water-based activities; use of personal vessels and/or vessels owned, loaned, or shared by CABBS members or others; launching, landing, transporting, loading, unloading, storing, or maintaining boats or equipment; On-water and shore-based activities in rivers, lakes, harbors, marinas, and coastal waters; attendance at festivals, regattas, museums, boat shows, meetings, classes, workshops, and social events; other CABBS related activities occurring at any location, whether public or private, and whether on land or water.

I understand and acknowledge that participation in CABBS Activities involve inherent risks, including but not limited to; drowning, capsizing, collision, entanglement, or falling; changing weather, water conditions, currents, wakes, and visibility; equipment failure or misuse; actions or inactions of other participants or third parties; slips, trips, falls, and other hazards associated with docks, ramps, vessels, and event venues; serious bodily injury, permanent disability, paralysis, or death. I knowingly, voluntarily, and fully assume all such risks, whether known or unknown, foreseeable or unforeseeable.

**Participation in CABBS Workspace Activities.** I acknowledge that participation in CABBS Workspace Activities by their very nature carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Woodworking equipment, both power tools and hand tools, is inherently dangerous. Additionally, some persons have allergic reactions to the resins in wood and epoxy glue and other adhesives. Certain finish components can pose health risks to susceptible persons after long exposure. The specific risks vary from activity to activity, but the risks range from minor injuries such as abrasions, bruises, burns, scratches, or cuts, to major injuries such as severe allergic reactions, eye injury or loss of sight, hearing impairment, infection, wounds, severed fingers and limbs, electrocution or even death.

Facilities in older buildings pose inherent risks from uneven floors, antiquated construction, poor ventilation, electrical shocks, imbedded legacy toxins, and accumulated dust. Risks range from sprains, falls, cuts, abrasions and coughing, to exposure to inhaled toxins and electrocution.

Users of the CABBS Workspace have sole responsibility for the seaworthiness of the boat or craft they are building or the safety of the project on which they are working. Boat designs may have unmentioned limitations to their safe use. Instructions may be erroneous. Boat construction methods may have weaknesses that can cause a loss of boat integrity. Construction workmanship may produce unchecked errors, omissions, and deviations. A workshop built boat may, unknowingly, be unsuitable for use on the water.

**Voluntary Participation.** I have read the previous paragraphs and I understand these and other risks that are inherent in Workspace Activities at CABBS and participation in other CABBS Activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Medical Treatment.** I understand that CABBS does not provide medical insurance. I consent to receive emergency medical treatment if deemed necessary and agree to be responsible for all medical expenses incurred.

**Personal Responsibility.** I represent that I am physically capable of participating in CABBS Activities at the Workspace and at other locations and that I will: use appropriate safety equipment (including personal flotation devices when applicable); follow all applicable laws, regulations, and safety rules; exercise reasonable care for my own safety and the safety of others

**Minors.** If the Participant is under 18 years of age, this Release must be signed by a parent or legal guardian, who agrees to all terms on behalf of the minor and themselves.

### **INDEMNIFICATION AND HOLD HARMLESS**

I also agree to indemnify and hold CABBS, Ensign Spars, and Cromwell Mechanical LLC, harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at the CABBS Workspace and/or at any CABBS Activities.

### **SEVERABILITY**

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

### **ACKNOWLEDGMENT OF UNDERSTANDING**

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

### **PARTICIPANT INFORMATION**

Participant Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If Participant Is a Minor

Minor's Name: \_\_\_\_\_

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_