



## AEOLIAN YACHT CLUB SHOP USE GENERAL RELEASE

THE USE OF POWER AND HAND TOOLS IS AN ACTIVITY THAT IS INHERENTLY DANGEROUS. THE AEOLIAN YACHT CLUB REQUIRES ALL USERS OF SHOPS THEIR HEIRS, AND THEIR ASSISTANTS TO ASSUME ALL RISK OF THE USE OF THE WORK SHOPS BY SIGNING THIS GENERAL RELEASE.

The undersigned, agent, heirs, and assigns, (hereafter, him, or the “undersigned”) hereby releases, waives liability, discharges, and covenants not to sue the Aeolian Yacht Club, it’s agents, and it’s members, all for the purpose therein referred to, as releases, from all liability to the undersigned for all loss or damage and any claims or demands therefore, on account of injury to the person or property, or resulting death or injury of the undersigned, whether caused by the negligence of the release’s or otherwise while the undersigned is using the Aeolian Yacht Club shop facilities and its equipment. Further, each of the undersigned warrants that he is fully aware of the risks and hazards present and hereby elects voluntarily to enter into the use of tools knowing the present condition and knowing that said condition may become more hazardous and dangerous during the time that the undersigned is using the tools. The undersigned member hereby voluntarily assumes all risks of loss, damage, or injury that may be assumed by him, any damage to any property of the undersigned or any other claim or damage while engaged in or any activity relating to the use of shop facilities.

**The undersigned warrants that he has read and voluntarily signs this release and waiver of all liability and indemnity agreement.**

The Aeolian Yacht Club is not a profit making entity. It is a non-profit organization of it’s members whereby it’s members pool their talents, resources, and efforts in order that they may benefit the whole, which benefits ultimately flow through to the individual members. Members who are unwilling to assume the risk of using the shop for the reasonable rules that have been imposed by the club are obviously free to utilize the many commercial services available in the immediate area. This release also is intended to release any of those volunteers assisting in the use of the shop facilities from any liability, which may be associated and resulting in damage. By this agreement the user of the shop facilities expressly assumes all liability for negligence, which may occur by the yacht club, it’s members, officers, or other agents in the course of using the shop facilities.

The club finds it necessary to require the express release by the member using the shop facilities because of the risk to the other membership that individuals may not understand the consequences associated with the non-commercial nature of the operation. It would be grossly unfair to all members to have to carry the risk of liability for damage while at the same time allowing use of shop facilities

**In addition, without in any way waiving or altering the nature of the release granted herein, and more particularly because of the technical nature of shop procedures, the undersigned agrees to conform to all Aeolian Yacht Club rules regarding the use of shop facilities and will follow all instructions from yacht club officers. Directors or authorized agents.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Dated

Office Only: \_\_\_\_\_ Initials