

**ORANGE COAST COLLEGE OFFSHORE VOYAGING
RELEASE AND AGREEMENT TO ASSUME THE RISK
AND TO HOLD HARMLESS AND INDEMNIFY**

Orange Coast College ("College") and Coast Community College District ("District") have granted _____(the undersigned) permission to participate in an "3-Day Catalina Cruise – All About Anchoring & Navigation" from _____.

By signing this agreement, the undersigned waives all claims against District, College, and their trustees, officers, employees and agents for any and all injury, accidents, illness, death, or damages to or loss of property occurring during or by any reason of the undersigned sailing aboard any vessel during the sail training cruise sponsored by the Orange Coast College School of Sailing and Seamanship.

ASSUMPTION OF RISK

This cruise may involve dangerous and hazardous activities. There are many risks and dangers. The vessel could hit an object and sink in seconds. Explosion and fire are dangers aboard. Equipment failure and gear mishandling have maimed many sailors. Many have drowned during groundings and sinkings. You could fall overboard and not be recovered. You may become ill and not have medical aid reach you before death. All these and other risks are real possibilities on this voyage and should be fully considered.

Students Initials _____

The undersigned represents and warrants to College and District that the undersigned is mentally and physically fit, capable, able, and willing to participate in this hazardous and dangerous activity without any limitations and fully assumes all risks.

Students Initials _____

RELEASE

In consideration of the permission granted to me by College and District to sail aboard any vessel as a student during this sail training voyage, I, the undersigned, release and discharge the College and District, their trustees, officers, employees, agents, and cooperating agencies from all liabilities arising out of or in connection with my participation in the voyage. For the purposes of this Release and Agreement, liability means all claims, demands, losses, causes of action, suits, or judgments of any and every kind that I or my heirs, executors, administrators, or assigns may have against College or District, because of personal injury, accident, illness, or death, or because of any loss or damage to property that occurs to me during the above voyage.

Students initials _____

INDEMNIFICATION

I further agree to hold harmless, defend, and indemnify College and District and their trustees, officers, employees, agents, and cooperating agencies from any and all liability resulting from or in any manner arising out of negligence of mine during the above voyage or any misrepresentations or breaches of warranties made by me herein.

(over)

CONSENT, AUTHORIZATION, AND RELEASE OF PICTURES AND VOICE

The undersigned understands and acknowledges that during the voyage, pictures, including video and still pictures may be taken of the undersigned and with sound of undersigned's voice and may subsequently be used in the promotion of future voyages by the College, the District, or the owner or sponsor of the vessel. I authorize the use of my name and pictures including any accompanying voice to be exhibited with or without advertising sponsorship as still photographs, transparencies, motion pictures, television, video, or similar media and hereby release College and District, their trustees, officers, employees, agents, and cooperating agencies from any and all claims for the taking and use of the same.

RULES AND REGULATIONS

I hereby agree and represent that I will obey and uphold all rules and regulations aboard the vessel during the voyage as set forth by the vessel's master. I further grant College and the District, acting by and through the vessel's skipper, the right to terminate my participation in the voyage if he/she determines that my conduct or physical condition is detrimental to, or in conflict with, the voyage and/or the vessel's crew as a whole.

MEDICAL CONSENT

In the event of any medical emergency, I grant College, District, and the vessel's master the full authority to take action deemed necessary to protect my health and safety at sea and ashore at my expense. I agree that College, District, and the vessel's master are not required to take any such action if they are not aware of the emergency or in their discretion determine no emergency exists.

MEDIATION

In the event of any controversy or claim whether based on contract, tort, statute, or other legal or equitable theory, and if the dispute cannot be resolved by negotiation, the parties agree that as a condition precedent to and before filing any legal action the parties shall submit the dispute to nonbinding mediation by a mediator mutually selected by the parties. If the parties are unable to agree upon a mediator then the mediation will be held at the Orange County Office of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The complaining party must contact JAMS to schedule the conference. The parties may agree on a retired judge from the JAMS panel. If they are unable to agree JAMS will provide a list of three available judges and each party may strike one. The remaining judge will serve as the mediator at the mediation conference. Neither party may initiate legal action until mediation is complete. Each party shall pay one-half of the costs of such mediation. This requirement for mediation as a condition precedent to filing legal action shall not in any way toll any applicable statute of limitations or other time bar defenses to such legal action.

I HAVE READ THE RELEASE AND AGREEMENT TO ASSUME THE RISK AND TO HOLD HARMLESS AND INDEMNIFY AND UNDERSTAND ITS TERMS. I SIGN BELOW WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND INTEND TO BE BOUND THEREBY.

Dated: _____ (student signature) _____ (print name)

Dated: _____ (witness signature) _____ (print name)

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MEDICAL FORM

Name: _____ Age: _____

Family physician or Christian Science Practitioner:

Name: _____

Address: _____

Evening phone: _____ Day phone: _____

Health Insurance Company: _____

Policy Number and contact phone number _____

To help ensure the success of the cruise, we need your answers to the following questions. Medical forms will be filed on board the OCC vessel you'll be sailing on, and copies will be filed at the OCC School of Sailing and Seamanship office. All information will be held in confidence.

1. Do you have any allergies? If so, please list:

2. Do you now take any medication? If so, please list medication(s) and reason(s):

3. Please list any surgical operations you have had:

4. Do you have any history of mental illness? If so, please explain:

(over)

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ACKNOWLEDGEMENT OF SWIMMING ABILITY

Falling overboard while underway is a very real possibility. Your ability to swim in open ocean water is crucial to your survival during a man overboard rescue operation.

By signing this document, you hereby acknowledge to Orange Coast College and the OCC skipper that you can comfortably swim:

1. At least 50 yards in moderate open ocean water

and

2. You can tread water for at least 15 minutes in moderate open ocean water.

I _____, hereby acknowledge that I can swim at least 50 yards in moderate open ocean water and tread water for at least 15 minutes in moderate open ocean water.

(signature)

(date)

Emergency Information

Person to contact in the event of an emergency :

Name :

Address :

Telephone no.

Relationship :

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CONTRABAND

My signature on this agreement serves as proof that I will not carry any contraband items aboard any Orange Coast College sail training vessel during my voyage from _____ to _____. This includes illegal drugs, firearms, and any other contraband items.

(crewmember signature)

(date)

(witness signature)

(date)