

# Blessing of the Fleet: Boat Parade

## Participation Agreement, Waiver & Release of Liability

*Please read carefully. This is a legally binding document. Every vessel participating in the boat parade must complete and sign this form before the event.*

### Vessel & Operator Information

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| Vessel / Boat Name:                 | Registration / Documentation No.: |
| Make / Model / Length:              | Vessel Type (power / sail):       |
| Operator / Captain (print name):    | Captain's License No. (if any):   |
| Owner (if different from operator): | Number of Persons Aboard:         |
| Mailing Address:                    | Phone:                            |
| Email:                              | Home Port / Marina:               |

### Emergency Contact

|                          |                  |
|--------------------------|------------------|
| Emergency Contact Name:  | Relationship:    |
| Emergency Contact Phone: | Alternate Phone: |

### Terms of Participation

In consideration of being permitted to participate in the Blessing of the Fleet Boat Parade and related on-water and shoreside activities (collectively, the “Event”) organized by the Narragansett Lions Club and Narragansett Lions Charities Inc, and for other good and valuable consideration, the undersigned Operator/Owner, on behalf of themselves, their vessel, their passengers and guests, and their respective heirs, family members, executors, administrators, and assigns (collectively, “Participant”), agrees as follows:

**1. Assumption of Risk.** Participant understands that participation in the Event involves inherent and other risks, including but not limited to: operating a vessel in congested waters and in proximity to other vessels; collision, capsizing, swamping, grounding, or sinking; wakes, wind, waves, tides, currents, and changing weather; slips, trips, and falls aboard vessels and on docks; drowning and cold-water immersion; mechanical failure; and the acts or negligence of other participants, spectators, or third parties. Participant knowingly and freely assumes all such risks, both known and unknown, and assumes full responsibility for their participation and for all persons aboard their vessel.

**2. Vessel Responsibility & Safe Operation.** Participant certifies that they are the owner or authorized operator of the vessel identified above, are legally qualified and physically able to operate it, and will operate it in a safe, prudent, and lawful manner in accordance with all applicable U.S. Coast Guard, state, and local laws and regulations. Participant is solely responsible for the seaworthiness of the vessel, for carrying all required safety equipment (including a wearable life jacket for every person aboard), and for the safety and conduct of all persons aboard.

**3. Release & Waiver of Liability.** Participant hereby **RELEASES, WAIVES, DISCHARGES, and COVENANTS NOT TO SUE** the Narragansett Lions Club, Lions Clubs International, and their respective officers, directors, members, volunteers, employees, agents, sponsors, and affiliates (collectively, the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, injury, or death that may be sustained by Participant, by any person aboard Participant’s vessel, or to any property belonging to Participant, while participating in the Event, whether caused by the negligence of the Released Parties or otherwise, to the fullest extent permitted by law.

**4. Hold Harmless & Indemnification.** Participant agrees to **INDEMNIFY, DEFEND, and HOLD HARMLESS** the Released Parties from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) brought by Participant, by any passenger or guest aboard Participant's vessel, or by any third party, arising out of or resulting in any way from Participant's participation in the Event or the operation of Participant's vessel, including any claim based in whole or in part on the alleged negligence of the Released Parties, to the fullest extent permitted by law.

**5. Insurance.** Participant represents and warrants that their vessel is covered by valid and current marine liability insurance in an amount adequate to cover the risks of participation, and that such insurance is Participant's primary coverage for any loss, injury, or damage arising from Participant's participation. Participant is solely responsible for insuring their own vessel, passengers, and property.

**6. Authority to Bind Passengers.** Participant affirms that they have informed all passengers and guests aboard their vessel of the risks of the Event and of the terms of this Agreement, and that each adult passenger has signed the Passenger Roster below. For any minor aboard, the signing parent or legal guardian agrees to all terms of this Agreement on the minor's behalf.

**7. Photographic Release.** Participant grants the Narragansett Lions Club permission to use photographs, video, and likenesses taken during the Event for promotional, educational, and archival purposes without compensation.

**8. Governing Law & Severability.** This Agreement shall be governed by the laws of the State of Rhode Island. If any provision is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Participant agrees that this Agreement is intended to be as broad and inclusive as permitted by Rhode Island law.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

☐ I confirm that my vessel carries current marine/liability insurance as stated in Section 5.

Insurance Carrier: \_\_\_\_\_ Policy No.: \_\_\_\_\_

### Operator / Owner Signature

\_\_\_\_\_  
Signature of Operator / Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone

## Blessing of the Fleet: Boat Parade

### Passenger & Guest Roster

Every person aboard the vessel must be listed below. By signing, each adult passenger agrees to the Assumption of Risk, Release, and Hold Harmless terms on the preceding page. For any minor, a parent or legal guardian must sign on the minor's behalf.

| #  | Full Name (please print) | Adult / Minor | Signature (adults) / Parent-Guardian (minors) |
|----|--------------------------|---------------|-----------------------------------------------|
| 1  |                          |               |                                               |
| 2  |                          |               |                                               |
| 3  |                          |               |                                               |
| 4  |                          |               |                                               |
| 5  |                          |               |                                               |
| 6  |                          |               |                                               |
| 7  |                          |               |                                               |
| 8  |                          |               |                                               |
| 9  |                          |               |                                               |
| 10 |                          |               |                                               |

Vessel / Boat Name: \_\_\_\_\_ Operator: \_\_\_\_\_