



Encinal Yacht Club Junior Sailing Program Parent's Consent and Waiver of Liability, Assumption of Risk & Indemnity Agreement



The undersigned parents or legal guardians of _____ (“Child”), request that Child be allowed to participate at Encinal Yacht Club in any Junior Activity (the “Activities”).

This agreement shall remain in effect until Encinal Yacht Club Junior Sailing Program receives written notice of the cancellation of the consent or until the end of the activities described above.

In return for the child being permitted to take part in the Activities and to use the facilities and property of Encinal Yacht Club each of us makes the following promises and warrants the truth of the following facts:

1) I / We am/are familiar with the programs included in the Activities, and understand officers and employees of Encinal Yacht Club are available to discuss the activities if I/we should wish additional information. I/we also understand we/I am/are solely responsible for the arrival and departure of Child at the beginning and end of each day's activity. I/We will not allow Child to remain on the premises of Encinal Yacht Club after each day's program without appropriate supervision or the written permission of the Yacht Club. I/We agree Encinal Yacht Club will have no responsibility for the supervision of Child at times other than during the scheduled activities. I/We will inform Child that he/she is expected to cooperate with, and follow the directions of, the persons in charge of the activities and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others.

2) Child is in good health, and I/we know of no reason why he/she would be incapable of participating in the Activities. Child knows how to swim. I/We will immediately notify the designated Encinal Yacht Club supervisor, if a change in Child's health or other condition would affect Child's ability to participate in the Activities.

3) **WAIVER OF LIABILITY** I/We waive and release any right I/we, my/our heirs, distributees, guardians, legal representatives and assigns may have or acquire to make a claim against, sue, attach the property of or prosecute Encinal Yacht Club or any of its members, directors, officers, agents,4 employees and affiliated organizations (herein referred to as the “Releasees”) for monetary damages caused by injury to Child or damage to the property of Child or myself arising from Child's participation in the Activities and use of the facilities and property of Encinal Yacht Club, whether or not the injury or damage results from the negligence or other action, except intentional acts, of any of the Releasees.

4) **ASSUMPTION OR RISK** I/We am/are aware that the activities may involve maneuvering a boat or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong wind and high waves, sudden and unexpected immersion in deep waters and collision with other watercraft or stationary objects such as docks, pilings and buoys. With knowledge of the dangers involved, I/We voluntarily ask that Child be allowed to take part in the activities. **I/WE ACCEPT ANY AND ALL RISKS TO MYSELF AND CHILD OF INJURY, DEATH AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF ENCINAL YACHT CLUB, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES.**

5) **INDEMNITY AGREEMENT** I agree to indemnify and hold the Releasees harmless from any loss, liability, damage or cost, including reasonable attorneys fees, they may incur due to my child's participation in the activities and use whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts, of any of the releases.

I/WE HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I/WE AM/ARE AWARE THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK AND AN AGREEMENT BY ME/US TO INDEMNIFY THE RELEASEES, AND I/WE SIGN IT OF MY/OUR OWN FREE WILL.

SIGNATURE (Parent or Legal Guardian) _____ Date _____

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