

California Yacht Club

Sanguinetti Team Race Regatta

September 28-29, 2019

Parental Consent

Liability Waiver and Hold Harmless Agreement

Please Read Carefully and Sign on pages 2 AND 3

Participant's Full Name: _____

In consideration of the above-listed minor Participant's entry in the Sanguinetti Team Race Regatta ("Regatta") at California Yacht Club ("CYC"), I agree as follows on behalf of the Participant and for myself:

1. **REPRESENTATIONS.** I represent that: (a) I, the undersigned, am a parent having legal custody/person having legal custody or legal guardian of the above-listed Participant; (b) the Participant is physically and mentally fit and able to swim well enough to safely participate in the Regatta and shore side activities; and (c) the boat used by the Participant in the Regatta is equipped to conform with applicable U.S. Coast Guard and Class/Fleet safety requirements, including a personal flotation device.
2. **ASSUMPTION OF RISK.** I acknowledge that sailboat racing involves risks, and I freely assume all risks, including the risks of serious personal injury, death or permanent disability arising from the Participant's participation in the Regatta and shore side activities, including accidents, collisions, falling, drowning, exposure, overexertion, sea or weather conditions, well as all unforeseen risks. I acknowledge that this Regatta is a voluntary recreational event and the Participant is free to withdraw at any time.
3. **LIABILITY WAIVER, RELEASE and INDEMNITY.** To the fullest extent permitted by law, I waive all claims, promise not to sue, and forever release CYC from all liability for personal injury and property damage arising from the Participant's participation in the Regatta or use of CYC's facilities, including claims for the active or passive ordinary negligence of CYC. I further agree to indemnify and hold CYC harmless from any action, claim, damage, demand, liability, loss, suit, cost or expense including attorneys' fees arising from my or the Participant's negligence or breach of this Agreement.
4. **MEDICAL CARE CONSENT.** If the Participant becomes injured, I authorize CYC to consent on my behalf to medical or dental care or both, including any X-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment or hospital care under the general or special supervision and upon the advice of or to be rendered by a licensed physician or dentist, without liability to CYC.
5. **INSURANCE.** I acknowledge that CYC is not the insurer of the Participant or me. I will maintain prudent levels of insurance coverage to protect the Participant and myself, including health, dental, and personal liability.
6. **PHOTOGRAPHY CONSENT.** I grant CYC the right to take photographs, video and voice recordings of me and/or the Minor in connection with the Event and to publish such images and recordings without payment or other consideration for publicity, public relations, and other CYC purposes in all media, and I waive the right to inspect or approve the finished product. There is no time or geographic limit to this consent.

7. **INTERPRETATION.** This Agreement contains all of the understandings between me and CYC regarding the subject matter hereof, and I am not relying on any other written, oral or implied promise, representation or inducement not contained herein. The above waiver, release and indemnity provisions are continuing obligations and intended to be as broad, comprehensive and inclusive as permitted by law, but are not intended to assert any claim or defense prohibited by law. The terms of this Agreement will be interpreted in such a way as to render them valid whenever possible, and not be strictly construed against CYC. If any part of this Agreement is held invalid, the remainder shall continue in full force and effect. Paragraph headings are for convenience only.

I understand that this is a contract that limits CYC's liability, and I agree to be bound by its terms.

Date: _____

Signature of Parent or Legal Guardian

Print Name

Parent/Legal Guardian Contact Information:

_____ (Cell Phone)

_____ (Address)

An adult (parent, guardian or designated adult) is responsible for the safety of each competitor. It is solely the responsibility of this adult to decide if the competitor should sail in the weather and sea conditions that might arise during the event. The adult supervising the competitor is ultimately responsible for the risks. Additionally, this designated adult shall accept full responsibility for all actions of the competitor during any activity related to the event. This includes on-shore activities before, during, and after the regatta. ***Any parent or guardian not personally attending any part of the event shall ensure that another adult is authorized and designated to be responsible for their child***

Print Name of Designated Adult

Designated Adult Contact Information:

_____ (Cell Phone)

Minor Waiver and Release

In consideration of the acceptance of my race entry by California Yacht Club (CYC), I, as the **PARENT/OR LEGAL GUARDIAN**, agree as follows:

1. **REPRESENTATIONS.** I own or have chartered the boat entered and I am a member of a yacht club or sailing association that belongs to US SAILING or my own National Authority. I certify that my boat is equipped to conform with U.S. Coast Guard, US SAILING and Class/Fleet safety requirements, including a personal flotation device for each crew member. I represent that I and my crew are physically fit to participate in the race.

2. **RULES.** I have read the Notice of Race for this event and will abide by its terms. I am fully responsible for the operation of my boat. I will comply and cause my crew to comply with all US SAILING rules, the sailing instructions and applicable laws, including the California Harbors & Navigation Code.

3. **ASSUMPTION OF RISK.** My crew and I acknowledge that sailboat racing involves risks, and we freely assume all risks, including the risks of serious personal injury, death or permanent disability from accident, drowning, exposure, overexertion, adverse sea or weather conditions, loss or damage of my boat and equipment, as well as all unforeseen risks. Our participation in this recreational activity is voluntary for our own enjoyment, and I am free to withdraw at any time I deem prudent.

4. **INSURANCE.** CYC is not my insurer. I will maintain insurance policies sufficient to protect myself and my property, including liability, medical and property coverage. My insurance coverage will be primary and non-contributory.

5. **LIABILITY WAIVER & RELEASE.** TO THE FULLEST EXTENT PERMITTED BY LAW, I WAIVE THE RIGHT TO SUE AND I FOREVER RELEASE CYC AND LOS ANGELES COUNTY FROM ALL LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM MY OR MY CREW’S PARTICIPATION IN THE RACE AND USE OF CYC’S FACILITIES, INCLUDING ANY ORDINARY ACTIVE OR PASSIVE NEGLIGENCE OF CYC OR L.A. COUNTY.

6. **HOLD HARMLESS.** TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO INDEMNIFY AND HOLD CYC AND L.A. COUNTY HARMLESS FROM ANY CLAIM, DAMAGE, LIABILITY, LOSS SUIT, COST OR EXPENSE INCLUDING ATTORNEY FEES, ARISING FROM MY OR MY CREW’S ACTS OR OMISSIONS, AND FROM ANY SUIT BROUGHT AGAINST CYC IN VIOLATION OF THIS AGREEMENT.

7. **INTERPRETATION.** This Agreement contains all of the understandings between CYC and me regarding the subject matter hereof, and may be modified only in a writing signed by the parties. I am not relying on any inducement, representation, promise or understanding not contained in this Agreement. The waiver, release and indemnity provisions herein are intended to be as broad, comprehensive and inclusive as permitted by law, but are not intended to assert any claim or defense prohibited by law. The terms of this Agreement shall be interpreted in such a way as to render them valid whenever possible, and shall not be strictly construed against CYC. If any part of this Agreement is held invalid, the remainder shall continue in full force and effect. As used herein, “CYC” means California Yacht Club, Inc. and its owners, affiliates, directors, officers, employees, race committee members and officials acting in their official capacities.

Acknowledgment: I have carefully read and agree to the above terms. I understand that this is a binding contract that limits CYC’s liability to its gross negligence or willful misconduct.

Signature of Parent or Legal Guardian

Date: _____

Print Name