California Yacht Club

Shadden #2 Regatta
October 4, 2020

Parental Consent
Liability Waiver and Hold Harmless Agreement

Please Read Carefully

Participant's Full Name: _____

In consideration of the above-listed minor Participant's entry in the Shadden #2 Series ("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