

California Yacht Club Junior Sailing Program

Assumption of Risk, Liability Waiver, Release and Indemnification Agreement

Please Read Carefully

Minor's Name: _____

I, the undersigned, am a parent having legal custody/person having legal custody or legal guardian of the above-listed Minor. I wish to voluntarily enroll the Minor in the California Yacht Club ("CYC") Junior Sailing Program ("the Program"). In consideration of the Minor's participation in this voluntary recreational activity and use of CYC facilities, I acknowledge and agree as follows, for myself, the Minor and the Minor's heirs, representatives and assigns:

1. I understand and acknowledge that risks exist in the Program and shoreside activities, including but not limited to, the risks of serious physical injury, death or permanent disability from car accident, falling, boat collision, capsizing and drowning. I freely assume all risks, including unforeseen risks. I acknowledge that CYC is not my insurer. I will maintain insurance as prudent for the protection of the Minor and myself, including medical, health, dental, and liability coverage ("Insurance Coverage"). By signing below, I acknowledge that the maintenance of the Minor's Insurance Coverage is a condition of participation in the Program and I agree to maintain the Minor's Insurance Coverage throughout the Minor's participation in the Program.

2. To the fullest extent permitted by law, I promise not to sue, I forever release and agree to indemnify and hold harmless CYC from and against any and all claims, damages, liabilities, losses, suits, costs and expenses including attorney fees, for personal injury to the Minor or any other person, and loss of any property, arising from the Minor's participation in the Program and shoreside activities on or off CYC premises, and including any active or passive negligence of CYC, such as negligent rescue. My obligations under this paragraph shall survive the termination of the Minor's participation in the Program.

In furtherance of this intention, I acknowledge that I am familiar with Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

I hereby waive and relinquish any right and benefit that I have or may have under said Section 1542 of the California Civil Code to the full extent that said provisions may be waived. I acknowledge that I may hereafter discover facts in addition to or different from those which I now know or believe to be true with respect to the subject matter of this Agreement, but I confirm that it is my intention to hereby fully, finally and forever settle and release any claim, including any claims I may have against CYC including, but not limited to, the Program, any CYC sponsored activity, Sunset Series activities (whether on a CYC member boat or other similar vessel or non-CYC member boat or other similar vessel), junior racing activities, any activity occurring on CYC premises, and in furtherance of such intention, the releases herein given shall be and remain in effect as full and complete general releases, notwithstanding the discovery or existence of any additional or different facts.

3. I represent that the Minor is in good health, is able to safely undertake sailing activities, and can swim well enough in the event his/her boat capsizes to avoid any resulting danger; and that the Minor is capable of comprehending instruction, following directions and observing proper safety precautions. I agree to abide by the decisions of the Program's Head Instructor if he/she finds it necessary to discipline or dismiss the Minor for lack of attention, misbehavior or failure to follow safety precautions.

4. In consideration of the opportunity to participate in the Program, I agree to the following:

a. I grant CYC the right to use my image, likeness and the sound of my voice as recorded on audio or video tape (hereinafter referred to as the "Minor's Image") without payment or any other consideration for the Minor's participation in the Program or other related CYC activities. I understand that the Minor's Image may be edited, copied, published or distributed and I waive the right to inspect or approve the finished product. Additionally, I waive any right to royalties or other compensation related to the use of the Minor's Image.

b. I understand that photographs, video recordings, or other digital media of the Minor Image may be electronically displayed via the CYC Internet or in CYC print publications.

c. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

d. I further understand that CYC and the Program will rely on this release and that any action I take after the signing of this Agreement that is inconsistent with this release will be detrimental to CYC and the Program.

e. By signing below, I agree to hold harmless CYC, the Program and its respective officers, directors, employees, agents, representatives, and affiliates from any liability or loss associated with the use of the Minor's Image.

5. For the purpose of the Agreement, "CYC" includes its parent companies, affiliates, and the owners, partners, directors, officers, employees, agents, and committee persons of any of them. This Agreement contains all of the understandings between the undersigned and CYC regarding the subject matter hereof, and may be modified only in a writing signed by the parties. I am not relying upon any 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 provisions of this Agreement shall be interpreted in such a way so as to render them valid whenever possible, and any ambiguity shall not be strictly construed against CYC. If any part of this Agreement is held invalid by a court or arbitrator having jurisdiction, the remainder shall continue in full force and effect.

I certify that I have carefully read, understand, and agree to the above.

Parent/ Guardian Signature

Date

Print Name

Parent/ Guardian Signature

Date

Print Name

Fax to 310.822.3658
Return in person
Email to Guillaume.rasse@calyachtclub.net

California Yacht Club Junior Sailing Program

Minor's Health History - Parent's Report

Minor's Name: _____

Date of Birth: _____

Sex: ___ Male ___ Female

Does your child have the following?

Details / Limitations

Seizures _____ No ___ Yes _____

Heart defect or disease _____ No ___ Yes _____

Diabetes _____ No ___ Yes _____

Bleeding / clotting disorder _____ No ___ Yes _____

Asthma _____ No ___ Yes _____

Serious allergies: Insect stings _____ No ___ Yes _____

Penicillin _____ No ___ Yes _____

Other drugs _____ No ___ Yes _____

Food _____ No ___ Yes _____

Other _____ No ___ Yes _____

Muscle, bone or joint problems _____ No ___ Yes _____

Previous injury still affecting _____ No ___ Yes _____

Loss of consciousness _____ No ___ Yes _____

Physical limitations _____ No ___ Yes _____

Surgery in the last year _____ No ___ Yes _____

Special fears or conditions _____ No ___ Yes _____

Note: If you answered "Yes" to any of the above, you must provide a doctor's release before your child will be allowed to participate in the Junior Sailing Program.

CYC reserves the right in its sole discretion to decline any participant for safety reasons.

Is there anything else we should know about your child? _____

I certify that the above information is true, correct and complete.

Signature of Parent or Guardian

Date

Print Name

Fax to 310.822.3658
Return in person
Email to Guillaume.rasse@calyachtclub.net

