

LIABILITY WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

Please Read Carefully

I am a parent having legal custody or person having legal custody or guardian of the following Minor: _____ (print full name of child). In consideration of the Minor's use of the facilities and participation in activities of The California Yacht Club ("CYC"), I acknowledge and agree as follows, for myself, the Minor, and the Minor's heirs, personal representatives and assigns:

1. Assumption of Risk. Use of CYC's facilities and participation in summer camp activities on or off CYC premises is completely voluntary and for the Minor's recreational enjoyment. Risks exist in the various activities and facilities offered by CYC, including but not limited to, the risk of illness, serious personal injury, disability or death. I assume all risks, including unforeseen risks.

2. Liability Waiver & Release. To the fullest extent permitted by law, I waive all claims and forever release CYC from any claims, damages, liabilities, losses, suits, costs and expenses including attorney fees, for personal injury to the Minor or any other person, or loss of any property, arising from the Minor's use of CYC's facilities or participation in any activities on or off CYC's premises, including claims arising from any active or passive negligence of CYC.

3. Indemnification. I further agree to hold harmless and indemnify CYC against all third party claims, damages, liabilities, losses, suits, costs and expenses including attorney fees suffered or incurred by CYC and arising from the Minor's participation in any activities or use of CYC's facilities.

4. Insurance. CYC is not the insurer of the Minor or me. I will maintain insurance to protect myself and the Minor, including health insurance, and to the extent I deem prudent, liability coverage.

5. Representations. I represent that the Minor is healthy enough to safely undertake the activities offered by CYC, comprehend instructions, and follow directions. I will abide by the decisions of CYC staff if they find it necessary to discipline or dismiss the Minor. I will be responsible for any charges incurred on account of the Minor.

6. Interpretation. CYC is defined as The California Yacht Club, its owners, affiliates and the partners, directors, officers, employees, agents and representatives of any of them. This Agreement contains all of the understandings between me 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 waiver, release and indemnity provisions herein 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 that 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.

By signing below, I certify that I have carefully read the above and understand that this is a binding contract that releases CYC from liability, among other things, and I enter into it of my own free will.

Signature of Parent or Guardian

Date: _____

Print Name _____