

**SAUSALITO YACHT CLUB-YOUTH SAILING
LIABILITY & RELEASE**

As a parent or legal guardian of a youth sailing program participant you agree to the following listed Medical Treatment, Liability Release, Covid-19 Risk and Photo Release stipulations.

MEDICAL TREATMENT

Should the participant be in need of medical treatment, my signature below confirms my permission for this to be done in the event that I cannot be reached promptly.

LIABILITY RELEASE

For and in consideration of the acceptance by the Sausalito Yacht Club Youth Sailing Program of the registered child's participation in the Sailing Program, I hereby accept all of the risks and responsibilities of participating in said program and waive any and all claims I may have against the SYC Youth Sailing Program, the Sausalito Yacht Club, its members, officers, directors, committees, agents, sanctioned volunteers, and/or employees arising out of or in any way connected with such participation.

PHOTO RELEASE

By signing below I grant permission to Sausalito Yacht Club and the Sausalito Yacht Club Youth Sailing Program to use my child's likeness, photographic image, and name in it's promotional and publicity collateral and/or internal communications materials free of charge. I do not limit this use to conclude at a specific time or date. It is understood by me, SYC and the SYC Youth Sailing Program that these items shall be used in a professional and positive manner.

ADDITIONAL RISKS RELATE TO COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Club has put in place preventative measures to reduce the spread of COVID-19, following CDC, California, and Marin County Orders and guidelines; however, the Club cannot guarantee that you, your family, program participants will not become infected with COVID-19. Further, participation in this or any boating program could increase the risk of contracting COVID-19. By signing this agreement, I/we acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child and I and our families may be exposed to or infected by COVID-19 by participating in the program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/we understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of others, including, but not limited to, Club employees, volunteers, and program participants and their families. I/we voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any illness or injury to my child or myself or my family (including, but not limited to, personal injury, disability, and death), or any other damage, loss, claim, liability, or expense, of any kind, that I or my child or family may experience or incur in connection with my or my child's participation in this program. To the fullest extent allowed by law, I/we, and our family, heirs, successors and assigns, hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, volunteers and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I/we understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, volunteers and representatives, whether a COVID-19 or other infection occurs before, during, or after participation in any Club program or activity, or any use of Club facilities for any purpose.

COVID-19 SAFETY AND SCREENING

I/we will not attend or participate in any Club activity or be on Club premises if I/we have a temperature or am feeling ill, and I/we will immediately inform SYC management if I, my child or any family member has been diagnosed with any COVID-19 illness within 14 days of having been at the Club or participated in any Club activity, and I/we consent to the Club providing any medical or screening data to public health authorities. I/we consent to the Club conducting temperature scans or other screening activities, and I/we agree to abide by all health-related programs and policies of the Club, but I/we understand and agree that the Club is not providing any medical care or undertaking any medical duties toward me/us.

READ CAREFULLY BEFORE SIGNING (on paper or online) – THIS IS A LEGALLY BINDING CONTRACT

(If participant is a minor, the signature of a parent, guardian or agent is required below Parent, Guardian or Agent: I warrant and represent that I am the parent, legal guardian or agent of the participant(s) named in this Agreement, that all information in this Agreement is correct, and that I have full authority to enter into this Agreement on behalf of the minor(s) or other person(s) named above, as well as our families, heirs, successors and assigns, and I/we agree to be bound by all terms and conditions of this assumption of risk, liability release, and hold harmless agreement.

PRINT NAME OF PARTICIPANT

DATE

SIGNATURE OF PARENT/GUARDIAN

DATE

PRINTED NAME OF PARENT/GUARDIAN