



DYC Junior Sailing Club, Inc.

Parent Consent

Waiver of Liability – Assumption of Risk – Indemnity Agreement

The undersigned parents or legal guardians (hereafter referred to in the singular) of _____ (herein referred as to the "child"), request that the child be allowed to participate in any and all activities associated with DYC Junior Sailing Club, Inc. (Herein referred to as "the activities")

This agreement shall remain in effect until DYC Junior Sailing Club, Inc. receives written notice of cancellation of the consent or until the end of the activities described above.

In return for the child being permitted to take part in the activities and to use the facilities and property of Dillon Yacht Club each of us makes the following promises and warrants the truth of the following facts:

I am familiar with the programs included in the activities, and I understand officers, directors, and employees of Dillon Yacht Club and DYC Junior Sailing Club, Inc. are available to discuss the activities if I should wish additional information. I also understand I am solely responsible for the arrival and departure of my child in the beginning and the end of each day's program. I will not allow my child to remain on the premises of Dillon Yacht Club. I agree DYC Junior Sailing Club, Inc. will have no responsibility for the supervision of my child at times other than during the schedule of activities. I will inform my child that he/she is expected to cooperate with and follow the directions with the person in charge of the activities and act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others.

My child is in good health, and I know of no reason why he/she would be incapable of participating in the activities. My child knows how to swim. I will immediately notify the designated DYC Junior Sailing Club, Inc. supervisor, if a change in my child's health or other condition would affect my child's ability to participate if the activities.

WAIVER OF LIABILITY. I waive and release any right I, my heirs, distributees, guardians, legal representatives and assigns may have or acquire to make a claim against, sue, attach property or to prosecute DYC Junior Sailing Club, Inc. or any of its directors, officers, agents, employees, and affiliated organizations (herein referred to as the "releases") for monetary damages caused by injury to my child or damage to the property of my child or myself arising from my child's participation in the activities and use of the facilities and property of the Dillon Yacht Club whether or not the injury or damage results from the negligence or other action, except intentional acts or willful and wanton conduct or gross negligence of any releases.

(Please initial to indicate you have read this paragraph_____)

ASSUMPTION OF RISK. I am aware that the activities may involve maneuvering a boat, sailboard, or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong winds, and high waves, sudden and unexpected emersion in deep waters and collisions with other watercraft or stationary objects such as docks, pilings, and buoys. With knowledge of the dangers involved I voluntarily ask that my child be allowed to take part in the activities. I ACCEPT ANY AND ALL RISKS TO MYSELF AND MY CHILD OF INJURY, DEATH, AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF DYC Junior Sailing Club, Inc. AND DILLON YACHT CLUB, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION EXCEPT INTENTIONAL ACTS OR WILLFUL AND WONTON CONDUCT OR GROSS NEGLIGENCE, OF ANY OF THE RELEASEES.

(Please initial to indicate you have read this paragraph_____)

INDEMNITY AGREEMENT. I agree to indemnify and hold the releases harmless from loss, liability or damage or cost, including reasonable attorney's fees they may incur due to my child's participation in the activities and use of the property and facilities of DYC Junior Sailing Club, Inc. and Dillon Yacht Club, whether or not such loss, liability, damage or cost, results from the negligence or other action, except intentional acts of any of the releases.

(Please initial to indicate you have read this paragraph_____)

We also permit Dillon Yacht Club and the DYC Junior Sailing Club, Inc. to use photos and quotes of our child in their publications. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND AN AGREEMENT BY ME TO INDEMNIFY THE RELEASES, AND I SIGN IT OF MY OWN FREE WILL.

Parent Signature _____ Print Name _____ Date _____