



CONTRACTUAL ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND LIABILITY AND RELEASE AGREEMENT

NAME OF CHILD: _____

In consideration of my minor child, for whom I am the legal parent or guardian or otherwise responsible, being allowed to participate in sailing and/or other water sports events or activities and/or being provided with a sailing boat and/or other water sports recreational property or services:

1. ACKNOWLEDGMENT OF RISKS

I fully acknowledge that some, but not all, of the risks of participating in sailing and/or any other water sports activities which my minor child, or any child for whom I am responsible, is about to engage in include (1) changing tides, currents, wave action and boat wakes; (2) collision with any of the following: other participants on the water craft, other water craft, man made or natural objects; (3) wind shear, including inclement weather, lightening, variance and excesses of wind, weather and temperature; (4) my child's or any other person's sense of balance, physical condition, ability to operate a sailing boat or other water craft, swim and/or to follow directions; (5) collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into the child's body orifices and/or drowning; (6) the presence of insects and marine life; (7) equipment failure or operator error; (8) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (9) fatigue, chill, and/or dizziness which may diminish or impede the child's or any other person's reaction time and increase the risk of an accident. I further acknowledge that there are other risks of participating in sailing and/or any other water sports activities which my minor child, or any child for whom I am responsible, is about to engage in and which are not identified above. I further acknowledge that my child, or any child for whom I am responsible, is physically and mentally able and is sufficiently responsible to participate in sailing and other water sport activities which he or she is about to engage in.

2. CONTRACTUAL / EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all of the risks of the activities which my child, or any child for whom I am responsible, is about to engage in, whether identified above or not. I FULLY UNDERSTAND THAT I ASSUME EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE MARK SORESEN YOUTH SAILING PROGRAM, ITS PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND/OR VOLUNTEERS. My child's participation, or the participation of any child for whom I am responsible, in this activity is completely voluntary. I assume full responsibility for my minor child, or any child for whom I am responsible, and this responsibility extends to any bodily injury, accident, illness, paralysis, death, loss of limb, loss of personal property and expenses thereof as a result of any accident which may occur while my child, or any child for whom I am responsible, participates in the activity.

I COMPLETELY UNDERSTAND AND AGREE TO FULLY ACCEPT ALL RESPONSIBILITY ON BEHALF OF MY MINOR CHILD, OR ANY CHILD FOR WHO I AM RESPONSIBLE, EVEN IF ANY INJURY, DEATH OR LOSS OF PERSONAL PROPERTY IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE MARK SORESEN YOUTH SAILING PROGRAM, ITS PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND/OR VOLUNTEERS. I agree that my child, or any child for whom I am responsible, will their own US Coast Guard approved personal flotation device (life jacket) and I accept full responsibility if my child, or any child for whom I am responsible, fails to wear such flotation device while participating in any activities.

3. RELEASE

I HEREBY RELEASE THE MARK SORESEN YOUTH SAILING PROGRAM, ITS PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND/OR VOLUNTEERS FROM ANY AND ALL DAMAGE (INCLUDING DEATH) TO MY MINOR CHILD, OR ANY CHILD FOR WHOM I AM RESPONSIBLE, AS WELL AS OTHER PERSONS, AS A RESULT OF MY CHILD, OR ANY CHILD FOR WHOM I AM RESPONSIBLE, PARTICIPATING IN SAILING AND / OR OTHER WATER SPORTS EVENTS OR ACTIVITIES, EVEN IF CAUSED BY THE NEGLIGENCE OF MY CHILD, OR ANY CHILD FOR WHOM I AM RESPONSIBLE, OR BY MARK SORESEN YOUTH SAILING PROGRAM, I have read this assumption and acknowledgment of risks and release of liability agreement. I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document, I am waiving valuable legal rights including any and all rights I may have against Mark Sorensen Youth Sailing Program, Upper Keys Sailing Club, Inc., its principals, directors, officers, agents, employees and/or volunteers.

I further to agree to pay for any damage caused to equipment or property by my child, or any child for whom I am responsible, while under his or her care, custody, control or use. I agree that my child may be removed from any Mark Sorensen Youth Sailing Program activities (including any regatta) at any time by a Committee member or Coach, for disruptive or inappropriate behavior that directly affects the well being and participation of any other person.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN
(Pursuant to Florida Statutes § 744.301)

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF the Mark Sorensen Youth Sailing Program, Inc., the Upper Keys Sailing Club, Inc., their boats (whether owned, operated, leased, or chartered), their owners, directors, sponsors, agents, employees, volunteers, instructors, assistants, educational groups, individuals and all others in connection with Program Activities, whether specifically named or not (herein "Released Parties") USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I confirm that I am the legal parent or guardian of the child whose name is given below.

NAME OF CHILD: _____

NAME OF PARENT/GUARDIAN: _____

Signature of Parent/ Guardian

DATE

MEDICAL RELEASE

This medical release form must be signed by a parent or a legal guardian for each participant. No sailor may compete or participate in an MSYSP/UKSC event without a signed, completed medical release form.

Medical release: In the event of an emergency requiring medical attention for my child, I hereby authorize and consent to any x-ray, examination, anesthetic, medical or surgical diagnosis or procedure rendered under the general or specific supervision any medical professional licensed under the laws of the State of Florida. I understand that this permission is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power to render care which the aforementioned medical personnel in the exercise of their best judgment may deem advisable. I understand that reasonable efforts shall be made to contact the undersigned prior to rendering treatment to the patient, but that any of the above treatments will not be withheld if I cannot be reached.

Parent Signature _____

Date _____

Participant's Name	
Date of Birth	
Emergency Contact Name	
Emergency Contact Phone	
Alternate Phone	
Please list any allergies including allergies to medications.	
List all medications sailor is currently taking	
Describe any medical conditions to be aware of in the event of a medical emergency.	
Describe any medical conditions that may interfere with normal participation of this event.	
Primary Physician Name and Phone:	
Insurance Company	
Policy Number	



Sailor Code of Conduct

Ashore

1. Children are restricted to the shaded youth area behind the Quonset hut and the patio and beach areas only.
2. No playing behind the clubhouse or on the main dock where the large sailboats are located.
3. No playing on or around private boats.
4. Access to the clubhouse is restricted to use of the bathrooms, use for changing when necessary and in case of bad weather.
5. Entry into the kitchen area is not permitted at any time.
6. Children are not allowed to sit at the bar or go behind the bar at any time.
7. No throwing of rocks, pebbles or pea rock.
8. No running on club property.
9. **No bullying or "making fun" of other sailors will be tolerated and may result in immediate dismissal.**
10. Curse words and bad language are not allowed.

Afloat

1. Lifejackets must be worn at all times when sailing or swimming
2. Sailboats have no brakes so try to avoid collisions. Intentional ramming is not allowed and will result in instant dismissal.
3. Intentional flipping of any club boats is strictly prohibited as this may cause damage to any part of the boat and/or sail. Please be respectful of all club property.

Bad behavior is disruptive, will not be tolerated and may result in time-out ashore or possible suspension of sailing privileges without refund of tuition fees.

I have read the MSYSP Code of Conduct and completely understand the consequences,

Signature of Sailor:

Date
