

Youth Sailing Foundation of Indian River County, Inc.

Assumption and Acknowledgment of Risks, Release of Liability and Reimbursement Agreement

This is a legally binding document – consult an attorney if you do not understand it

In consideration of being allowed to utilize the boats, equipment, dock, site, and facilities, (Amenities) of the Youth Sailing Foundation of Indian River County, Inc. (YSF), and/or to participate in any YSF programs, regattas, clinics, camps, and activities (Programs), I, on behalf of myself, my minor child(ren) and/or ward(s) and all our personal representatives, assigns, heirs and next of kin acknowledge, agree and are legally bound as follows:

1. To be respectful of the Amenities of YSF and bring to attention of the YSF staff any damage or irregularities which are observed or occur during use.
2. To return all YSF boats, watercraft and equipment after use in the same condition as when taken out, ordinary wear and tear excepted; to secure the boat/watercraft and stow equipment as directed.
3. To be financially responsible for damage caused to the Amenities by the undersigned, or his/her child(ren) and/or ward(s); to reimburse YSF for any loss related thereto, ordinary wear and tear excepted.
4. I FULLY UNDERSTAND that:
 - (a) SAILING, RACING, BOATING, AND BASIC EQUIPMENT CARE/MAINTENANCE INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS");
 - (b) these risks and dangers may be caused by my own actions or inactions and/or of the minor in the Programs; the actions or inactions of others participating in the Programs, the conditions in which the Programs takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;
 - (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITIES FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or of my child(ren) or ward(s) in the Programs;
 - (d) there may be dangers in the water from randomly occurring bacteria or sea-life. I understand it is my responsibility to research and monitor water quality and refrain from participating and prohibit my child(ren) or ward(s) from participating in water activities if I or my child(ren) or ward(s) have an open cut or wound or a compromised immune system or compromised liver.
5. I, the undersigned, HEREBY RELEASE, DISCHARGE, AND CONVEYANT NOT TO SUE Youth Sailing Foundation of Indian River County, Inc., the City of Vero Beach, their respective elected officials, administrators, directors, agents, officers, members, volunteers, employees, sailing instructors and coaches, other participants, parent(s)/guardian(s) of minor participant(s), team chaperones, sailing team car-pool volunteer drivers, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Programs take place, their successors and assigns (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS DEMANDS, LOSSES, DAMAGES ON MY ACCOUNT OR THAT OF MY MINOR CHILD(REN) AND/OR WARD(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, ACTION OR INACTION OF THE "RELEASEES" OR OTHERWISE BEFORE, DURING, OR AFTER PARTICIPATION IN PROGRAMS AND WHETHER ON OR OFF THE PREMISES, INCLUDING NEGLIGENT FIRST AID OR RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, or on behalf of my child(ren) or ward(s), makes a claim against any of the "Releasees", I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any incur as a result of such claim.
6. I, the undersigned agree to take all precautions to minimize RISKS. Including, but not limited to: inspect boats, watercraft and equipment before use and not use any which appear unsafe. I agree to operate all boats and watercraft in a safe and responsible manner, and wear a personal flotation device (PFD) and have my child(ren) and/or ward(s) wear PFD's while near docks, on board boats and watercraft. If using my own boat or watercraft, I represent that such boat or watercraft is in safe and seaworthy condition, and if racing that it is in compliance with its respective class rules. At any time I believe conditions to be unsafe I will immediately discontinue my own or my child(ren) or wards(s) participation in the Programs.
7. I understand that participants may be videotaped or photographed during Youth Sailing Foundation Programs and events. My photo, video, and film likeness, and that of my child(ren) or wards(s) may be used by the program, activity, web-site, and event holders, producers, sponsors, organizer and/or their assigns for any legitimate purpose and I will hold the released parties harmless, on behalf of myself and my child(ren) or ward(s) and the parents, guardians and others as outlined above, for such use.
8. In the event 911, medical or other responders are called to assist due to injury, all fees and charges related to such services and hospital/medical care will be the responsibility of the person receiving the services or his/her parent(s)/guardians/s if a minor.
9. I certify the participant can swim but understand YSF instructors/coaches may evaluate his/her swimming abilities at any time.
10. I certify the participant is physically capable of participating in the Programs and has not been advised otherwise by a qualified medical person. I further warrant that if I become aware of a medical situation that would preclude my own or my child(ren) or ward(s) from participating I will remove myself or my child(ren) or ward(s) from the Programs.
11. I or my child(ren) or ward(s) has/have the following physical impairment/medical condition that may need accommodation:

NONE OR As described/accommodation needed: _____

Name of Participant /Guest: _____

Address of Participant/Guest: _____

Signature of Participant/Guest: _____ Date: ____/____/____

Signature of Parent/Guardian (if Participant/Guest under 18): _____ Date: ____/____/____

PRINT Name of Parent/Guardian: _____

General Liability Release and Indemnity Agreement

In full consideration of the acceptance of my participation and/or the participation of my child or ward in the Youth Sailing Foundation of Indian River County, Inc. program ("Youth Sailing"), and its related activities and operations and in consideration of my and/or my child or ward being permitted in conjunction with Youth Sailing to access, occupy and/or use the City of Vero Beach real property and premises located at 17 17th Street, Vero Beach, Florida, including but not limited to the buildings, docks, moorings, piers, walkways, driveways, gangways, ramps, fences, gates, equipment, and all other facilities and improvements, (collectively "Premises"), with the understanding that Youth Sailing activities and operations and the access to, occupancy, and use of the Premises in which I and/or my child or ward participate carry with them the potential for serious injury, death, and property loss or damage, which risks include, but are not limited to, those caused by the use of hand and power tools; boat building activities; the condition and maintenance of the Premises; industrial and utility uses and operations on the Premises; each participant's abilities and equipment; vehicular, marine, and pedestrian traffic; and the actions and inactions of other people, including, but not limited to, the supervision of Youth Sailing activities, I RECOGNIZE AND AGREE TO ASSUME ALL RISKS known and unknown that arise or might arise out of or incidental to such participation in Youth Sailing activities and operations and the access to, occupancy, or use of the Premises, and on my own behalf, on behalf of my child or ward, and on behalf of my and my child's and ward's parents, guardians, heirs, executors and administrators, next of kin, successors and assigns, RELEASE and forever discharge the released parties defined below, of and from any and all liabilities, claims, demands, damages, actions, costs or expenses of any nature, known or unknown, arising out of or in any way connected with my participation and/or the participation of my child or ward in Youth Sailing activities and operations or the access to, occupancy, or use of the Premises and I further agree to indemnify and hold each of the released parties harmless against any and all liabilities, claims, demands, damages, actions, costs or expenses of any nature, including, but not limited to, all attorneys' fees and disbursements, arising out of or in any way connected with my participation and/or the participation of my child or ward in Youth Sailing activities and operations or access to, occupancy, or use of the Premises.

The released parties are the City of Vero Beach, its elected officials, officers, employees, agents, representatives, volunteers, their successors and assigns. I UNDERSTAND AND AGREE THAT THIS GENERAL LIABILITY RELEASE AND INDEMNITY AGREEMENT INCLUDES ANY CLAIMS BASED ON THE NEGLIGENCE, ACTION, OR INACTION OF ANY OF THE RELEASED PARTIES AND COVERS BODILY INJURY, DEATH AND PROPERTY DAMAGE OR LOSS, WHETHER SUFFERED BY ME AND/OR MY CHILD OR WARD, BEFORE, DURING, OR AFTER SUCH PARTICIPATION AND WHETHER ON OR OFF THE PREMISES, OR ON ACCOUNT OF ANY FIRST AID, MEDICAL TREATMENT, OR SERVICE THAT MAY BE PROVIDED.

I certify that I and/or my child or ward are physically fit, sufficiently trained and capable to participate in the aforementioned activities, and have not been advised otherwise by a qualified medical person. I authorize medical treatment and services for myself and/or my child or ward if the need arises and I assume all responsibility and will fully indemnify the released parties for all medical costs incurred for such treatment and services.

If the participant is a minor or otherwise legally incapacitated, the undersigned parent and natural guardian or legal guardian of the participant hereby represents and certifies that he or she is, in fact, the parent or legal guardian of said child or ward and that he or she possesses the authority to act in such capacity and does hereby so act and agrees to indemnify and hold harmless the released parties from all liabilities and costs as outlined above as may be imposed upon the released parties because of any defect in or lack of legal capacity to execute this release and so act and to release and indemnify said parties on behalf of the child or ward and parents or guardians and others as outlined above.

The acceptance of my participation and/or the participation of my child or ward in Youth Sailing activities and the permission granted in conjunction with Youth Sailing to access, occupy, and use the subject City of Vero Beach Premises is acknowledged and accepted by me as the full consideration for my general release and agreement to indemnify provided above.

I have carefully read this general liability release and indemnity agreement, understand its contents, and voluntarily signed it below.

Participant Name: _____ Age: _____

Parent/Guardian Name: _____

Address: _____

Telephone: _____

Date: _____

Signature: _____ Witness: _____
Print Name: _____

(Parent/guardian must sign if participant is under 18 or legally incapacitated)