



HYSYA Membership Form
2019 Sailing Season
Dec. 2018 – November 2019

For administrative use

Date: _____
 Payment Amount: _____
 Check #/Cash/Online: _____
 HYSYA T-shirt size: _____
 Liability Waiver Form []
 Emergency Medical Form []
 Concussion Awareness Form []

Caution

Please read this Agreement Carefully. This Agreement constitutes a complete waiver, release and indemnification of the Hawaii Yacht Racing Association (HYRA), the Hawaii Youth Sailing Association (HYSYA), and their member clubs and associations of all liability relating to participation in HYRA and HYSYA events throughout the 2018-2019 season. The season starts December 1, 2018 and ends December 31, 2019.

**General Release, Indemnification,
and Covenant Not to Sue Agreement**

This General Release, Indemnification, and Covenant Not to Sue Agreement (“Agreement”) is executed and entered this ___ day of _____ 20___, by and between the Hawaii Youth Sailing Association (“HYSYA”) and:

Name _____ Date of Birth _____ Age _____

Address _____ City _____ State _____

Zip Code _____ Email: _____ Cell Phone _____

Work Phone _____ Home Phone _____

Parent or Guardian _____ Email: _____

Address _____

City _____ State _____ Zip Code _____

Cell Phone _____ Work Phone _____ Home Phone _____

Emergency contact if different from above _____ Relationship _____

Phone 1 _____ Phone 2 _____

Additional Information

School Attending: _____ Grade _____ US Sailing # _____ Member type _____

Yacht Club: _____ Boat owned _____ Sail Number: _____

The Youth/Participant and Parent/Guardian desire and intend to have Youth/Participant participate in HYSYA’s sailing activities, clinics and regattas during 2018-2019, and HYSYA is willing to accept the Youth/Participant in its 2018-2019 activities, if, and only if, Youth/Participant and Parent/Guardian agree to the terms and conditions set forth in this Agreement. HYSYA and its member yacht clubs are volunteer staffed entities, and they cannot sponsor or produce the 2018-2019 activities, regattas, and clinics without limiting their liability for personal injury and/or property damage to or caused by Youth/Participant.

Therefore, in consideration of the covenants and promises in this Agreement, HYSYA, Youth/Participant, and Parent/Guardian agree as follows:

1. Definitions. As used in this agreement the following words or terms shall mean and include the following: Youth/Participant – the Youth/Participant named above, and each of his/her heirs, personal, representatives, executors, administrators, receivers, trustees, custodians, guardians, parents, successors, and assigns. Parent/Guardian – the Parent/Guardian named above, and each of their heirs, personal representatives, executors, administrators, receivers, trustees, custodians, guardians, parents, successors, and assigns.

HYSYA – The Hawaii Youth Sailing Association, its directors, officers, members, employees, agents, attorneys, volunteers, and guests and participant yacht clubs, including Kaneohe Yacht Club, Hawaii Yacht Club, Waikiki Yacht Club, Hawaii Kai Boat Club,

Pacific Yacht Club, Pearl Harbor Yacht Club, Makani Kai Yacht Club, Iroquois Lagoon Yacht Club, Maui Boat and Yacht Club, Lahaina Yacht Club, Kona Sailing Club, Nawiliwili Yacht Club, and each of their directors, officers, members, employees, agents, attorneys, volunteers and guests and each of their personal representatives, executors, administrators, receivers, trustees, custodians, guardians, successors and assigns.

HYRA – the Hawaii Yacht Racing Association, which is HYSA’s parent organization, its directors, officers, members, employees, agent, attorneys, volunteers, guests, and its participation yacht clubs and associations as listed above in the definition HYSA.

Sailing Activities – include without limitation, travel to and/or from and participation in any and all transactions, occurrences, events, meetings, conferences, committees, preparation, rigging, inspections, clinics, seminars, inspections, clinics, seminars, instruction, demonstrations, practices, races, social events and/or regattas, sponsored or produced by or on behalf of or for the benefit of HYSA and/or HYRA.

Loss – any and all

- (i) damage to real and/or personal property, and/or
- (ii) injury to any person, including without limitation, bodily injury and/or death, and/or
- (iii) each and every award, claim, cause, cause of action, complaint, controversy, cost, damage, demand, dispute, expense, harm, injunction injury, judgment, liability, Loss, order, attorneys fee and/or cost, the Youth/Participant and or Parent/Guardian now has or have, has or have had in the past, or may have at any time in the future, against HYSA and/or HYRA, in equity, at law, or in admiralty, whether known or unknown as of the date of this Agreement, whether foreseeable or unforeseeable, whether or not caused by the simple or gross negligence of any person or people, pertaining to or arising from or in connection with, directly or indirectly, any and all Sailing Activities.

2. Youth/Participant’s Participation. HYSA agrees to permit the Youth/Participant to participate in HYSA’s 2018-2019 Sailing Activities and HYRA’s 2018-2019 Sailing Activities.
3. General Releases. Youth Participant and Parent/Guardian release, acquit, and forever discharge HYSA and HYRA from and against and Loss.
4. Assumption Risk. Youth/Participant and Parent/Guardian know and understand that Sailing Activities may be dangerous and may result in damage to property and injury to people, and the Youth/Participant and Parent/Guardian voluntarily and knowingly assume any and all risk of any Loss.
5. Indemnification of HYSA. Youth/Participant and Parent/Guardian agree to and hereby indemnify and hold HYSA harmless from and against any Loss, including the payment of any and all awards, judgments, and/or orders, and payment of HYSA’s and/or HYRA’s defense for any Loss, including all of HYSA’s and/or HYRA’s attorneys’ fees, costs, and expenses.
6. Covenant Not to Sue. Youth/Participant and Parent/Guardian understand that HYSA’s 2018-2019 Sailing Activities and HYRA’s 2018-2019 Sailing Activities would not be possible but for the limitations and conditions in this Agreement, and they therefore agree and covenant not to sue HYSA and/or HYRA for any Loss they may suffer as a result of any of HYSA’s 2018-2019 Sailing Activities and for HYRA’s 2018-2019 Sailing Activities.
7. No Claims Preserved. Youth/Participant and Parent/Guardian, and HYSA intend that this Agreement be interpreted and construed as broad as possible, and they do not intend to preserve any claims. They intend that each and every conceivable Loss within the scope of the Agreement.
8. Youth/Participant’s Age. Youth/Participant certifies that he/she is eighteen years of age or older and that he/she is competent to understand and be bound to the terms and limitations in this Agreement. If Youth/Participant is below the age of eighteen, Parent/Guardian certifies that he/she is the legal parent or guardian of Youth/Participant and that he/she is competent to understand and bind themselves and Youth/Participant to the terms and limitations in this Agreement.
9. Voluntary Execution. HYSA, Youth/Participant and Parent/Guardian understand that this Agreement is a contract and not mere recitals. Youth/Participant and Parent/Guardian knowingly and voluntarily have read and understand this Agreement, and they execute this Agreement as their free and willful act. They acknowledge that they have the opportunity to have this Agreement reviewed by their attorney and that they understand and accept each and every term and limitation in this Agreement.
10. Youth/Participant’s Physical Fitness. Youth/Participant and Parent/Guardian agree that they are solely and exclusively responsible for the physical fitness, medical condition, swimming skills, and overall physical and mental abilities and/or capabilities of Youth/Participant.
11. Headings and Cautionary Statements. The heading, cautionary statements, and titles in this Agreement are present merely to aid the reader. They are not intended to have contractual effect, and they do not alter, amend, change, expand, limit, modify, restrict, supersede, vacate, or void any part or provision in this Agreement or any provision they inception.

In witness thereof Youth/Participant and Parent/Guardian, and HYSA execute and are hereby bound to this Agreement.

Hawaii Youth Sailing Association
December 1, 2018

Youth/Participant’s Signature

Date

Parent /Guardian Signature - *Only one parent or guardian is required*)

Date

**AUTHORITY TO CONSENT TO MEDICAL TREATMENT
IN EMERGENCY SITUATIONS**

Please read this Agreement carefully. This Agreement constitutes a consent to medical treatment in emergency situations for the Hawaii Yacht Racing Association (HYRA), the Hawaii Youth Sailing Association (HYSA), and their member clubs and associations for participation in HYRA and HYSA events from December 2018 through December 2019.

Name of Participant: _____ Date of Birth: _____

IN CASE OF EMERGENCY CALL:

NAME	RELATIONSHIP	PHONE NUMBER
1		
2		

NAME OF PHYSICIAN WHO CONDUCTED MOST RECENT PHYSICAL EXAM:

NAME	PHONE NUMBER	DATE OF LAST EXAM

HEALTH INSURANCE CARRIER	INSURANCE ID NUMBER	PREFERRED MED. FACILITY

THE PARTICIPANT AND/OR THEIR PARENT/GUARDIAN(S) MUST RESPOND TO THE FOLLOWING QUESTIONS AS ACCURATELY & COMPLETELY AS POSSIBLE:

CHRONIC AILMENTS:	Yes/No	ALLERGIES:	Yes/No
Asthma/other respiratory problems		Medication	
Diabetes/Hypoglycemia		Latex	
Hemophilia/bleeding problems		Bee stings/insect bites	
Circulatory/heart problems		If yes, do you carry an EPIPEN?	
Epilepsy/Seizure		Foods	
Other		Other	

Date of last Tetanus shot: _____

Current Medications & dosages: _____

Other important information: _____

Youth/Participant and Parents/Guardians authorize to consent to medical treatment of Youth/Participant, if and when such is deemed advisable by and is to be rendered under the supervision of or by any physician licensed in the State of Hawaii. This authorization is given in advance of any specific diagnosis, treatment or hospital care being required so as to provide authority to give specific consent to said treatment in emergency situations, when Youth/Participant's Parent/Guardian is unavailable.

Participant's Signature _____ Date _____

Father/Guardian Signature _____ Date _____

Mother/Guardian Signature _____ Date _____

(signature of only one parent or guardian is required)



CONCUSSION FACT SHEET FOR SAILORS

CONCUSSION DANGER SIGNS:

In rare cases, a dangerous blood clot may form on the brain in a person with a concussion and crowd the brain against the skull. A sailor should receive immediate medical attention if after a bump, blow, or jolt to the head or body he/she exhibits any of the following danger signs:

- One pupil larger than the other
- Is drowsy or cannot be awakened
- A headache that gets worse
- Weakness, numbness, or decreased coordination
- Repeated vomiting or nausea
- Slurred speech
- Convulsions or seizures
- Cannot recognize people or places
- Becomes increasingly confused, restless, or agitated
- Has unusual behavior
- Loses consciousness (even a brief loss of consciousness should be taken seriously)

HOW TO RESPOND TO A REPORT OF A CONCUSSION:

If a sailor reports one or more symptoms of a concussion after a bump, blow, or jolt to the head or body, he/she should be kept out of athletic play the day of the injury. The sailor should only return on the water with permission from a health care professional experienced in evaluating for concussion. During recovery, rest is key. Exercising or activities that involve a lot of concentration (such as studying, working on a computer, or playing video games) may cause concussion symptoms to reappear or get worse. Sailors who return to regatta participation after a concussion may need to spend fewer hours at the event, take rest breaks, be given extra help or time, spend less time reading, writing, or on a computer. After a concussion, returning to sports is a gradual process that should be monitored by a health care professional. Remember: concussion affects people differently. While most sailors with a concussion recover quickly and fully, some will have symptoms that last for days, or even weeks. A more serious concussion can last for months or longer. To learn more, go to www.cdc.gov/concussion.

CONCUSSION AWARENESS EDUCATIONAL MATERIAL ACKNOWLEDGEMENT FORM

By name & signature below, I acknowledge that I have received the Concussion Fact Sheet For Sailors provided by the Hawaii Youth Sailing Association.

Youth Sailor's Name

Youth Sailor's Signature

Date

Print Parent/Guardian Name

Parent/Guardian Signature

Date