

**WAIVER AND RELEASE OF LIABILITY AGREEMENT**

I, the undersigned parent of \_\_\_\_\_, having legal custody of the above named minor child, wish to voluntarily enroll the above named minor child in the youth sailing program offered by Apalachee Bay Community Sailing at the Apalachee Bay Yacht Club.

**NOTICE TO THE MINOR CHILD'S NATURAL  
GUARDIAN**

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 APALACHEEE BAY COMMUNITY SAILING, THE APALACHEE BAY YACHT CLUB, THEIR DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, COMMITTEE MEMBERS, SPONSORS, ASSOCIATES, PRODUCERS, CONTRACTORS, REPRESENTATIVES, AFFILIATE ORGANIZATIONS, SUCCESSORS, AND ASSIGNS USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT 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 APALACHEE BAY COMMUNITY SAILING, THE APALACHEE BAY YACHT CLUB, THEIR DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, COMMITTEE MEMBERS, SPONSORS, ASSOCIATES, PRODUCERS,

CONTRACTORS, REPRESENTATIVES, AFFILIATE, ORGANIZATIONS, SUCCESSORS, AND ASSIGNS 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 APALACHEE BAY COMMUNITY SAILING HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration for the above named minor child being allowed to participate in the voluntary youth sailing program offered by Apalachee Bay Community Sailing at the Apalachee Bay Yacht Club, on behalf of myself and my heirs, distributes, guardians, legal representatives, executors, administrators, and assigns, and on behalf of the above named minor child, and the heirs, distributes, guardians, legal representatives, executors, administrators, and assigns of the above named minor child, I make the following contractual representation pursuant to this Waiver and Release of Liability Agreement (Agreement).

**RELEASE OF LIABILITY:** I hereby Release, Waive and Covenant Not to Sue the following parties: Apalachee Bay Community Sailing, Inc., the Apalachee Bay Yacht Club, Inc., their directors, members, officers, employees, agents, volunteers, committee members, sponsors, associates, producers, contractors, representatives, affiliate organizations, successors, and assigns, all of which are hereinafter referred to as Released Parties, from any and all liability for any and all claims, demands, losses, or damages on account of injury, including death, or damage to property, caused or alleged to be caused by risks inherent in the youth sailing program undertaken by my child.

**INDEMNITY/INSURANCE:** I agree to indemnify and hold each of the Released Parties harmless from and against any and all claims arising out of or in any way connected with my child's participation in the youth sailing program, including, but not limited to, all attorneys' fees and disbursements through and including any appeal. I understand and agree that this indemnity includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or my child either before, during or after participation in the youth sailing program. I agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit or that of my child relative to my child's participation in the activities and the youth sailing program, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my child's participation in the youth sailing program, at my own expense.

**PHYSICAL CONDITION/MEDICAL AUTHORIZATION:** I hereby certify that my child is physically fit for participation in the youth sailing program, is a competent swimmer, and has the skill level required in connection with the youth sailing program, and I have not been advised otherwise. I agree that before my child participates in any activity conducted in conjunction with the youth sailing program, I or my child will inspect the related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my child's attendance in connection with the youth sailing program, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my child's behalf. Additionally, I authorize medical treatment for my child, at my cost, if the need arises; however, I acknowledge that the Released Parties will have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

This Agreement is specifically intended to comply with Section 744.301, Florida Statutes, and is intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. To the extent that any portion of this Agreement is found to be unenforceable under Florida law, only that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall be enforced.

**BY EXECUTING THIS AGREEMENT, I REPRESENT THAT I AM 18 YEARS OF AGE OR OLDER, THAT I HAVE READ THE ABOVE SECTION TITLED "NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN," THAT I UNDERSTAND THE CONTENTS OF THIS AGREEMENT, AND THAT I SIGN IT OF MY OWN FREE WILL ON BEHALF OF MYSELF AND MY MINOR CHILD.**

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Signature of Parent or legal guardian of the Above Named Minor Child

Print name: \_\_\_\_\_ Date: \_\_\_\_\_