Parents' Consent And Waiver of Liability - Assumption of Risk - Indemnity Agreement

This agreement shall remain in effect until MIT Wood Sailing Pavilion receives written notice of the 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 MIT Wood Sailing Pavilion, each of us makes the following promises and warrants the truth of the following facts:

- 1. I am familiar with the programs included in the activities, and I understand officers of MIT Wood Sailing Pavilion are available to discuss the activities if I should wish additional information. I will inform my child that he/she is expected to cooperate with, and follow the directions of, the persons in charge of the activities and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others.
- 2. 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 or can pass the required swim test. I will immediately notify the designated MIT Wood Sailing Pavilion's Coordinator, if a change in my child's health or other condition would affect my child's ability to participate in the activities.
- 3. 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 the property of, or prosecute the MIT Wood Sailing Pavilion or any of its members, governors, officers, agents, instructors, and affiliated organizations (herein referred to as the "releasees") 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 MIT Wood Sailing Pavilion, whether or not the injury or damage results from the negligence or other action, except intentional acts, of any of the releasees.
- 4. <u>ASSUMPTION OF RISK:</u> 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 immersion in deep waters and collision 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 THE MIT WOOD SAILING PAVILION, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES.

- 5. **INDEMNITY AGREEMENT:** I agree to indemnify and hold the releasees harmless from any loss, liability, damage or costs, 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 the MIT Wood Sailing Pavilion, whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts, of any of the releasees.
 - 6. **TALENT RELEASE:** I hereby assign and grant to the Boy Scouts of America and the Northeast Region New England Sail Competition co-sponsors the right and permission to use and publish the photographs/film/videotapes/electronic representations and/or sound recordings made of me this date by the Boy Scouts of America, and I hereby release the Boy Scouts of America from any and all liability from such use and publication.

I hereby authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage and/or distribution of said photographs/film/videotapes/electronic representations and/or sound recordings without limitation at the discretion of the Boy Scouts of America and I specifically waive any right to any compensation I may have for any of the foregoing.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT BY ME TO INDEMNIFY THE RELEASEES, AND I SIGN IT OF MY OWN FREE WILL.

PARENT or LEGAL GU SIGNATURE	JARDIAN 		
DATE	(Print Name)		
PARENT or LEGAL GU	JARDIAN SIGNATURE	_	
DATE	(Print Name)		

Individual Consent And Waiver of Liability - Assumption of Risk - Indemnity Agreement

I, the undersigned, Sea Scout/Sea Scout Leader, request that the I be allowed to participate in the Northeast Region New England Sailing Competition at the MIT Wood Sailing Pavilion (herein referred to as "the activities").

This agreement shall remain in effect until MIT Wood Sailing Pavilion receives written notice of the 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 MIT Wood Sailing Pavilion, each of us makes the following promises and warrants the truth of the following facts:

- 1. I am familiar with the programs included in the activities, and I understand officers of MIT Wood Sailing Pavilion are available to discuss the activities if I should wish additional information. I will inform my child that he/she is expected to cooperate with, and follow the directions of, the persons in charge of the activities and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others.
- 2. I am in good health, and I know of no reason why I would be incapable of participating in the activities. My child knows how to swim or can pass the required swim test. I will immediately notify the designated MIT Wood Sailing Pavilion's Coordinator, if a change in my health or other condition would affect my ability to participate in the activities.
- 3. **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 the property of, or prosecute the MIT Wood Sailing Pavilion or any of its members, governors, officers, agents, instructors, and affiliated organizations (herein referred to as the "releasees") for monetary damages caused by injury to me or damage to my property arising from my participation in the activities and use of the facilities and property of the MIT Wood Sailing Pavilion, whether or not the injury or damage results from the negligence or other action, except intentional acts, of any of the releasees.
- 4. 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 immersion in deep waters and collision with other watercraft or stationary objects such as docks, pilings, and buoys. With knowledge of the dangers involved, I voluntarily ask that I be allowed to take part in the activities. I ACCEPT ANY AND ALL RISKS TO MYSELF OF INJURY, DEATH, AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF THE MIT WOOD SAILING PAVILION, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES.

- 5. **INDEMNITY AGREEMENT:** I agree to indemnify and hold the releasees harmless from any loss, liability, damage or costs, including reasonable attorney's fees, they may incur due to my participation in the activities and use of the property and facilities of the MIT Wood Sailing Pavilion, whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts, of any of the releasees.
 - 6. **TALENT RELEASE:** I hereby assign and grant to the Boy Scouts of America and the Northeast Region New England Sail Competition co-sponsors the right and permission to use and publish the photographs/film/videotapes/electronic representations and/or sound recordings made of me this date by the Boy Scouts of America, and I hereby release the Boy Scouts of America from any and all liability from such use and publication.

I hereby authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage and/or distribution of said photographs/film/videotapes/electronic representations and/or sound recordings without limitation at the discretion of the Boy Scouts of America and I specifically waive any right to any compensation I may have for any of the foregoing.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT BY ME TO INDEMNIFY THE RELEASEES, AND I SIGN IT OF MY OWN FREE WILL.

SIGNATURE			
DATE	(Print Name)	 	