



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
AND COVENANT NOT TO SUE**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, the Center for Disease Control, and other agencies, governments, and individuals. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Annapolis Yacht Club (“the Club”) has put in place certain preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. In the event you or your child(ren) contract COVID-19 at the Club or at an event sponsored thereby, it is unclear whether liability insurance is available to the Club and its representatives. Accordingly, the Club is requiring the execution of this Release, Waiver, and Covenant as an absolute condition precedent to your participation in Wednesday Night Races.

Participating in Wednesday Night Races and related activities could increase your risk and your child(ren)’s risk of contracting COVID-19. For purposes of this release, waiver, and covenant, you must assume that whatever being done to protect you will not be sufficient. If you are not willing to assume the risk, release all claims, and promise not to sue, you are not permitted to participate.



Name of Participant

Child’s name (if applicable)

Vessel name

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By signing (manually or electronically) this agreement, I

1. **acknowledge the contagious nature of COVID-19 and voluntarily assume the risk** that my child(ren) and I may be exposed to or infected by COVID-19 by participating in Wednesday Night Races, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, negligence, gross negligence, willfulness or intentional acts of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families.
2. **voluntarily agree to assume all of the foregoing risks and accept sole responsibility** for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren) and my participation in Wednesday Night Races (“Claims”).
3. **on my behalf, and on behalf of my children, hereby release, covenant not to sue, discharge, and hold harmless** the Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, negligence, gross negligence, willfulness, and intentional acts of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.
4. **hereby certify** that my child(ren) and I are covered by health insurance.

I understand that I have no factual or legal basis to bring any action against the Club, its board of governors, officers, general manager, employees, volunteers of the Club, fellow members and non-members who may have been present or involved in any way.

Name of participant or guardian

Signature (date)