

UNITED STATES SAILING CENTER OF MARTIN COUNTY, INC.

**ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS,
RELEASE OF LIABILITY AND REIMBURSEMENT AGREEMENT**

(Rev. August 2020)

In consideration of being allowed to utilize the sailboats, kayaks or other wind or manually propelled watercraft, and other equipment, dock, site, building and facilities (Amenities) of the United States Sailing Center of Martin County, Inc., also known as US Sailing Center* Martin County (hereinafter referred to as "Sailing Center"), and/or to participate in the Sailing Center programs, regattas, clinics, camps and activities (Programs), the undersigned, on behalf of himself/herself and his/her minor child(ren) who utilize the Amenities and/or participate in the Programs, acknowledges and agree as follows:

1. To abide by the rules and regulations of the Sailing Center, including any COVID-19 related safety measures, and be respectful of the Amenities of the Sailing Center, treat them with care, and bring to the attention of the Sailing Center staff any damage or irregularities which are observed or occur during use.
2. To return all Sailing Center watercraft and equipment after use in the same condition as when taken out, ordinary wear and tear excepted, and to clean, secure and stow the watercraft, sails and equipment as directed.
3. To be financially responsible for damage caused to the Amenities by the undersigned, or his/her child(ren) and to reimburse the Sailing Center for any loss related thereto.
4. To not use any motorboats of the Sailing Center unless specifically authorized by Sailing Center staff on an occasion by occasion basis, and to otherwise be respectful to staff and follow their directions.
5. The undersigned understands that the sport of sailing, sailboat racing, and boating in general involves risk. Injuries, illness, and diseases (including communicable diseases such as COVID-19) may occur. The undersigned agrees to take all reasonable precautions to minimize such risks, and inspect boats, watercraft and equipment before use and not use any which appear unsafe. He/she agrees to operate all boats and watercraft in a safe and responsible manner, to wear a personal flotation device (PFD), to have his/her child (ren) wear PFD's at all times while on board boats and watercraft, and to insure that any persons on board a watercraft of which he/she is in control shall wear a PFD. If using their own boat or watercraft, the undersigned represents that such boat or watercraft is in safe and seaworthy condition and if racing that it is in compliance with its respective class rules.
6. The undersigned on behalf of themselves and their minor children assumes all risks of use of the Amenities and participating in Programs, including injuries, illness and disease, whether utilizing boats or watercraft of the Sailing Center or their own boat or watercraft, and waives any claim against the Sailing Center, its officers, directors, employees, agents, volunteers or members for any damage, liabilities, losses, or expenses incurred as a result of using the Amenities or participating in the Programs. 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)/guardian if a minor child.
7. The undersigned hereby releases the Sailing Center, its officers, directors, employees, agents, volunteers and members from all liability to the undersigned and his/her child(ren) related to the utilization of Amenities or participation in Programs by the undersigned or his/her child(ren).
8. Special note regarding COVID-19. Risks under this Agreement include the potential for exposure to COVID-19, an extremely contagious virus that spreads from person-to-person contact. The Organization has taken preventative measures to reduce the spread of COVID-19; however, attending or participating in an event could increase your risk of contracting COVID-19 which may result in personal injury, illness, permanent disability, and death.
9. I or my child(ren) have the following physical impairment or medical condition that the staff should know about and that may need accommodation:
[] None. [] As described/accommodation needed: _____

I certify that I have read, understand and agree to the foregoing, and that I and my participating minor child(ren) and our heirs and estates are bound thereby.

Print Name of adult person signing: _____

Print names of all minor children participating: _____

Signature of adult: _____

Date signed: _____