

## Richmond Yacht Club Liability Release and Assumption of Risk Agreement / Waiver

Participant's Name: \_\_\_\_\_ Age: \_\_\_\_ Cell: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_

Parent/Guardian #1: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Parent/Guardian #2: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

I, the undersigned, in executing this document, do so for myself and on behalf of the minor child participant named on this form (hereinafter "the child") if any. It is therefore understood and acknowledged that if a child is identified on this document as a participant, all uses of the pronoun "I" or any other references to the adult signer, are intended, even if not expressly stated, to stand for the adult signer of the document for himself or herself and the adult signer on behalf of the child.

I acknowledge that sailing and its related activities carry various risks of property damage, injury and even death. I freely and knowingly choose to participate in boating activities despite these risks, and to assume all such risks, whether known or unknown.

I further acknowledge that COVID-19 is a highly contagious disease that can cause illness, injury or death. The Richmond Yacht Club (hereinafter "Club") may take preventative measures, including but not limited to actions recommended by the CDC, the State of California, Contra Costa County, or others, to reduce COVID-19 transmission ("Preventative Measures"), but I understand and agree that Preventive Measures might not be entirely effective, that they might not be undertaken in all areas or at all times, and that COVID-19 exposure and illness may occur even if all possible Preventative Measures have been taken. I further understand and agree that the Club is not in a position to validate or verify the efficacy of Preventive Measures, and the Club cannot guarantee a risk-free environment in any location. I freely and knowingly choose to encounter and to have the child encounter any and all such risks ("COVID-19 Risks") while at the Club or engaged in Club activities, whether known or unknown.

In return for permitting me and/or the child named on this application form to participate in the Richmond Yacht Club Pacific Coast Championships (hereinafter referred to as "the event"), I, on behalf of myself, the child, and anyone else who might or could make a claim if I am or the child is injured or killed, or if I or the child becomes ill, including contracting COVID-19 or a related illness, or my property is damaged, DO HEREWITH VOLUNTARILY ASSUME ANY AND ALL SUCH RISKS, KNOWN OR UNKNOWN, OF ALL SUCH ACTIVITIES. BY THIS DOCUMENT, I, FOR MYSELF AND ON BEHALF OF THE CHILD, EXPRESSLY INTEND TO AND DO HEREWITH WAIVE IN ADVANCE, AND DO HEREWITH RELIEVE AND RELEASE ALL THOSE PERSONS AND ENTITIES INVOLVED IN ANY WAY IN PUTTING ON THE EVENT (including but not limited to the event sponsors, the event

committee, the Richmond Yacht Club, their officers, directors, members, volunteers, employees, servants, agents, contractors, subcontractors, heirs, next of kin, successors, or assigns, all hereinafter collectively referred to as “Hosts”) FROM, ANY AND ALL LIABILITY FOR PERSONAL INJURY, DEATH, ILLNESS INCLUDING COVID-19 AND RELATED ILLNESSES, AND/OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN ANY WAY CONNECTED TO MY PARTICIPATION IN THE EVENT AND/OR ANY RELATED ACTIVITIES, prior to, during, or after the event, whether on or off the water, EVEN IF SUCH INJURY, DEATH, AND/OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF SUCH PERSONS OR ENTITIES, BY THE DANGEROUS OR DEFECTIVE CONDITION OF ANY PROPERTY, PREMISES (including but not limited to the Club, docks, ramps, floats, etc.) OR EQUIPMENT OWNED OR MAINTAINED OR CONTROLLED BY THEM, AND/OR BECAUSE OF THEIR LIABILITY WITHOUT FAULT.

I further agree that I or the child will not attend the Club or participate in any Club activity if knowingly infected with COVID-19, or if I have or the child has an elevated temperature, or if I am or the child is exhibiting any known COVID-19 symptoms. I, on behalf of myself and the child, consent to the Club conducting temperature scans or other non-invasive screening activities as a condition of entry to the Club or engaging in any Club activities, and agree to abide by all health-related programs and policies of the Club, but with the understanding and agreement that, other than as set forth below in the event of an emergency, ***the Club is not providing any medical care or undertaking any medical duties*** toward me or the child.

I understand and agree that if I am or the child is participating in a regatta governed by the Racing Rules of Sailing (“RRS”), this agreement is not intended to diminish or otherwise modify the obligations of boats or competitors imposed by the RRS or by organizing authorities. This agreement also is not intended to alter any agreements or obligations between vessel charterers and owners, or any agreements or obligations undertaken by competitors relative to borrowed boats or boats provided by or through race hosts or organizing authorities.

I understood and agree that all participants are expected to participate in Club Activities in accordance with applicable laws, customs and Club rules and regulations, and with appropriate respect for the rights and privacy of other participants. An individual may be asked to leave an activity by the activity leader or by Club management or Flag Officers in accordance with Club rules if the decision maker concludes that the person’s continuing participation may be detrimental to the individual or to the well-being or enjoyment of others. I and the child will respect and abide by any such decision at my/our sole expense.

I hereby grant to the Club and its representatives and assigns an irrevocable and unrestricted right to use and publish descriptions, competition results and images of me, the child, of my boat, crew and guests taken during or in connection with any Club activity, and agree that the Club owns all rights to them, and the Club and its representatives and assigns may use them for any purpose and in any form, in perpetuity, and without compensation.

I agree that the jurisdiction and venue for any dispute will be Contra Costa County, California,

and that California law will govern any arbitration or litigation. If any provision of this Waiver and Release is determined to be illegal, unenforceable, or otherwise invalid for any reason, such provision will be deemed to be severed and deleted. Neither such provision nor its severance and deletion shall in any way affect the validity of the remaining provisions. I have read this agreement and fully understand its contents. I am aware that this is a release of liability and a waiver of all claims, is intended to provide for a broad and inclusive **assumption of all risk and release of all liability to the greatest extent permitted by law**, and I sign of my own free will.

**MEDICAL EMERGENCY:** In case of an emergency due to illness or accident, when the Club cannot contact Parent/Guardian or Emergency Contact(s), the Club authorities have our permission to use their best judgment in the interest of our child's health, or the person volunteering on behalf of our child. It is understood that the effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that the treatment will not be withheld if the undersigned cannot be reached. I understand that the Club does not provide accident medical insurance for the program participants or people volunteering for "the child". I/We further understand that all costs related to medical treatment shall be my/our responsibility and not the Club responsibility. I further understand and agree that the Club may release any medical information to the medical providers.

**READ THIS DOCUMENT CAREFULLY BEFORE SIGNING**

**THIS IS A LEGALLY BINDING CONTRACT**

**Signature of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(If participant is a minor, the signature of a parent, guardian or agent is required below)**

**Parent or Guardian:** I warrant and represent that I am the parent, legal guardian or agent of the participant(s) named in this Agreement, that all information in this Agreement is correct, and that I have full authority to enter into this Agreement on behalf of the minor(s) or other person(s) named above, as well as our families, heirs, successors and assigns, and I/we agree to be bound by all terms and conditions of this assumption of risk, liability release, and hold harmless agreement.

**Signature of Parent, Guardian or Agent:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(Print name of parent, guardian or agent)**