

**UNITED STATES SAILING CENTER OF MARTIN COUNTY, INC.
ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS,
RELEASE OF LIABILITY AND REIMBURSEMENT AGREEMENT**

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 Sailing Center motorboats unless authorized explicitly by Sailing Center staff on occasion by occasion basis, and to be otherwise 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, illnesses, and diseases (including infectious 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 safely and responsibly, to wear a personal flotation device (PFD), to have his/her child(ren) wear PFD's at all times while onboard boats and watercraft, and to ensure that any persons onboard a watercraft of which he/she is in control shall wear a PFD. He/she further agrees to wear non-slip protective footwear while on the Sailing Center grounds and while onboard a boat or other watercraft and to ensure his/her child(ren) and guests do likewise. If using their own boat or watercraft, the undersigned represents that such boat or watercraft is safe and seaworthy condition and if racing, it complies with its respective class rules.
6. The undersigned assumes all risks of use of the Amenities and participating in Programs, 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 in the event of damage to their own boat or watercraft, or injury or death to the undersigned or his/her child(ren). In the event 911, medical or other responders are called to assist due to injury. All fees related to such services and hospital/medical care will be responsible for 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, resulting in personal injury, illness, permanent disability, and death.

9. Registration, attendance at or participation in sailing regattas, lessons, clinics, summer camps, fundraising or social events, and membership or other activities of the US Sailing Center * Martin County whether on the premises of the Sailing Center, on the water, or at different locations, constitutes agreement to the use and distribution of the registrant's, attendee's or participant's image in photographs, video, and electronic media and the image of his/her registered, attending or participating minor children by the Sailing Center for educational and promotional purposes.

10. Participants are responsible for ensuring they have watercraft liability coverage for their privately owned vessel during an event or regatta at a minimum amount of (\$1,000,000.00) per claim and an aggregate amount of (\$2,000,000.00).

11. To ensure the safety of our young sailors, all adult members and volunteers are subject to screening through the Dru Sjodin National Sex Offender Public Website (NSOPW). This resource provides the public with access to sex offender data nationwide.

12. 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 signing: _____

Print name(s) of minor child(ren) participating: _____

Signature of adult: _____

Date signed: _____