

# DANA POINT YACHT CLUB

## LIABILITY & MEDICAL RELEASE FORM

### CONSENTS, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

I am the parent or legal guardian of \_\_\_\_\_ (my minor child). I request that my minor child be allowed to participate at all Dana Point Yacht Club junior sailing program activities and regattas (collectively, the activities) and consent to such participation. I agree to be bound by the provisions of this document until Dana Point Yacht Club receives written notice of the cancellation of this consent or until the end of the activities. In return for my minor child being permitted to take part in the activities and to use the facilities and property of Dana Point Yacht Club and the Dana Point Harbor Youth Foundation, I make the following promises and warrant the truth of the following facts:

- 1. FAMILIARITY WITH ACTIVITIES, CONDUCT OF CHILD:** I am familiar with the programs included in the activities. I understand officers and employees of any Dana Point Yacht Club are available to discuss the activities if I should wish additional information. I also understand I am solely responsible for the arrival and departure of my child at the beginning and end of each day's activity. I will not allow my child to remain on the premises of Dana Point Yacht Club after each day's program without appropriate supervision or the written permission of Dana Point Yacht Club. I agree Dana Point Yacht Club will have no responsibility for the supervision of my child at times other than during the scheduled activities. 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. HEALTH OF CHILD, ABILITY TO SWIM:** 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. I will immediately notify the designated Dana Point Yacht Club supervisor, 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 Dana Point Yacht Club, Dana Point Harbor Youth Foundation, and the County of Orange or any of its members, directors, officers, agents, employees and affiliated organizations (collectively, the releasees) for monetary damages caused by injury to or death of 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 Dana Point Yacht Club, Dana Point Harbor Youth Foundation and the County of Orange, 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 wind and high waves, sudden and unexpected immersion in deep waters and collisions 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 DANA POINT YACHT CLUB, DANA POINT HARBOR YOUTH FOUNDATION AND THE COUNTY OF ORANGE, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES.**

5. **INDEMNITY:** I agree to indemnify and hold the releases harmless from any loss, liability, damage or cost, including reasonable attorney's fees, they may incur due to my child's participation in the activities and use whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts, of any of the releases.

6. **AUTHORIZATION TO CONSENT TO TREATMENT OF A MINOR:**

As the parent or guardian of \_\_\_\_\_, I authorize the adult into whose care my minor child has been entrusted to consent to any emergency x-ray, anesthetic, medical or surgical diagnosis or treatment and hospital care which are deemed advisable by, and are to be rendered under the general or direct supervision of any physician licensed under the provision of the Medical Practice Act. I understand that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power on the part of such an adult to give specific consent to all such diagnosis, treatment or hospital care which he or she in the exercise of his or her best judgment may deem advisable. Neither such a physician, Dana Point Yacht Club, nor any organization involved assumes any financial responsibility for exercising this action.

This authorization is given pursuant to California Family Code 6910

Emergency Contact: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Medical Concerns / Known Allergies:  
\_\_\_\_\_  
\_\_\_\_\_

Medical Doctor's Contact Information: \_\_\_\_\_  
\_\_\_\_\_

Insurance Provider and Insurance Plan or Policy Number: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
**SIGNATURE PARENT OR GUARDIAN**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**TYPED OR PRINTED NAME OF PARENT OR GUARDIAN**