



DANA WEST YOUTH SAILING LIABILITY RELEASE FORM

ASSUMPTION AND ACKNOWLEDGMENT OF RISKS & RELEASE OF LIABILITY AGREEMENT In consideration of being allowed to participate in watersport events and activities and/or being provided with watersport recreational property or services, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns:

1. **ACKNOWLEDGMENT OF RISKS.** Acknowledge that some, but not all, of the risks of participating in the watersport activity include: (1) Changing water flow, tides, currents, wave action and ships' wakes; (2) Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; (3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (4) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; (5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (6) The presence of insects and marine life forms; (7) Equipment failure or operator error; (8) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration; (9) Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of an accident.
2. **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY.** Agree to assume responsibility for all the risks of the activity, whether identified above or not, (EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity (EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). I agree to wear a US Coast Guard approved personal flotation device while participating in the activity or riding in any watercraft.
3. **RELEASE.** I hereby release Dana West Youth Sailing, its principals, directors, officers, agents, employees and volunteers, their insurers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted ("owner") and their insurers, if any, (Collectively "Releasees") FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AND OTHER PERSONS as a result of my/our participation in the activity, EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).
4. **PHOTO RELEASE.** I hereby authorize Dana West Youth Sailing (DWYS) to publish photographs taken of me, or persons under my legal guardianship, for use in DWYS print and online publications, as well as by any outside third-party interests. In consideration for my voluntary participation in publications produced by DWYS, or any outside third party interests, I agree that I will receive no financial compensation. Furthermore, I agree that participation in any print or online publication produced by DWYS, or any outside third party interests, confers no ownership or special rights whatsoever. I release DWYS, its employees, and any outside third party interests from any claims of liability by me in connection with my participation in the production of these photographs.

The Dana West Yacht Club Junior Sailing Program is administered by Dana West Youth Sailing, Inc., a 501c3 Non-Profit corporation.

24601 Dana Drive, Dana Point, CA 92629

Contact us at Juniors@dwyc.org, Website <http://dwyc.org/juniors/>

2021 BOARD OF DIRECTORS: Mark Williams, President; Steve White, Treasurer; Dawn Rasmussen, Secretary/Marketing



5. SWIMMING PREREQUISITE. I can attest that all individuals I have listed on this waiver are able to swim 25 yards unassisted with a Personal Floatation Device. For any individuals with adaptive needs who are unable to swim 25 yards unassisted, we ask that you are able to float unassisted and roll over onto your back to keep your head out of the water while floating for 2 minutes.

I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT. I UNDERSTAND THAT BY SIGNING I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS.

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 West Youth Sailing, nor any organization involved assumes any financial responsibility for exercising this action.

This authorization is given pursuant to California Family Code 691

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DATE

SIGNATURE PARENT OR GUARDIAN

TYPED OR PRINTED NAME OF PARENT OR GUARDIAN
