

# ISSA/SAISA High School Regatta

SITE: [US SAILING CENTER - MARTIN COUNTY](#)

SCHOOL TEAM: \_\_\_\_\_

## WAIVER

### PART 1

(To be completed by the participating team's representative.)

By entering this regatta it is understood by the school, participant (and his or her parents) that the host regatta site and associates, the Interscholastic Sailing Association and the South Atlantic Interscholastic Sailing Association, as well as their employees, volunteers or duly appointed committee members shall incur no liability or responsibility for injury, damage or loss to any person or property. I certify that the students named on the team roster are properly enrolled in the respective school in the 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> or 12<sup>th</sup> grade at the present time and are eligible for competition. Member schools must assure proper supervision at all times. I understand that any damage or loss to the boats and or equipment, which was caused by this school's team, will be the financial responsibility of the team. Failure of any team to meet this obligation may be grounds for suspension of membership in SAISA and may result in the disqualification of the team(s) from SAISA sanctioned events in the future. As the adult team leader/chaperone, I agree to assume full responsibility for each sailor named herein.

\_\_\_\_\_  
School Team Advisor, Coach or Chaperone

\_\_\_\_\_  
Date

### PART 2

(To be completed by competitor and competitor's Parent/Guardian)

As consideration for my entry and participation in this event, I, my heirs, executors, and administrators, release and forever discharge the Interscholastic Sailing Association, the South Atlantic Interscholastic Sailing Association, the host site, the event organizing authority or committee, racing committee and sponsors, as well as their employees, committee members and volunteers, and all sponsors, associates, producers, their agents, representatives, successors, and assigns of all liabilities, claims, actions, damages, costs or expenses which I may have against them arising out of or in any way connected with my participation in this event, including travel to or from the event, and including injuries which may be suffered by me before, during or after this event. I understand that this waiver includes any claims based on negligence, action, or inaction, of any of the above parties.

I understand that there is risk of personal property damage or injury connected with the sport of sailing. I am generally familiar with the risks and responsibilities of sailboat racing of the type occurring at this event, and have made a decision that I am suitable for this regatta. I am also aware that the sailing facility may contain certain hazards, and that the dock or raft may be slick.

In consideration of my use of the facilities, equipment, and boats to be supplied to me by the host organization at this event, I agree that I (or my parent if I am under age 18) shall be financially responsible for the complete cost of any damage caused by me through intentional or negligent/careless act to any boat or property or facility used during this event, whether owned by the sailing site/venue or borrowed and used for this event. This clause is not intended to limit the responsibility the master has for his vessel under local law.

## PERMISSION FOR MEDICAL CARE

In rare instances a medical emergency arises in which consent by the parent or guardian is legally required, but the proper person cannot be located. In such circumstances, in order to avoid delay which might jeopardize the life or recovery of a student, we request the following permission from the parent or guardian, with the understanding that every effort will be made to contact them in an emergency.

**I hereby grant permission to the Regatta Chairperson, an Emergency Medical Technician, and/or other physicians he/she considers appropriate, to give emergency care as necessary.**

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF CLAIMS AND SIGN IT OF MY FREE WILL.**

## ISSA RULE

THE USE OR POSSESSION OF ILLEGAL DRUGS AND/OR ALCOHOLIC BEVERAGE IS ABSOLUTELY PROHIBITED ON AND OFF THE WATER BY ANY COMPETITOR. ANY COMPETITOR USING, POSSESSING, OR BEING UNDER THE INFLUENCE OF SUCH DRUGS OR ALCOHOL WILL BE DISQUALIFIED FROM THE COMPETITION.

I certify that the student is named on this disclaimer is properly enrolled in the \_\_\_\_\_ school and is in the \_\_\_\_th grade at the present time. I further certify that the student is eligible for competition under the rules of the Interscholastic Sailing Association. I agree to be bound by *The Racing Rule of Sailing* and by all other *rules* that govern this event.

\_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Parent or Guardian**

\_\_\_\_\_  
**Date**

*Each competitor must have this Disclaimer on file with the committee at the time of registration. The parent as well as the competitor must properly sign the form. Proof of enrollment in the member school may be requested at any time.*

**Make additional copies of this form as needed for each participating team member.**

**U.S. SAILING CENTER OF MARTIN COUNTY, INC.**

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

**(This is a legally binding document – consult an attorney if you do not understand it)**

In consideration of being allowed to utilize the boats, watercraft, equipment, dock, site and facilities (Amenities) of the U.S. Sailing Center of Martin County, Inc. (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 agrees as follows:

1. To 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 boats, watercraft and equipment after use in the same condition as when taken out, ordinary wear and tear excepted; to secure the boat/watercraft and stow equipment as directed.
3. To be financially responsible for damage caused to the Amenities by the undersigned, or his/her child(ren); to reimburse the Sailing Center for any loss related thereto, ordinary wear and tear excepted.
4. The undersigned understands that sailing and boating involves risk. Competing in races enhances that risk. Injuries occur. Paralysis or death is possible. The undersigned agrees to take all 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, and wear a personal flotation device (PFD) and have his/her child(ren) wear PFD's while on board boats and watercraft. 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.
5. 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), should such occur. 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.
6. 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).
7. I or my child(ren) has/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 children, and our heirs, next of kin, estates, personal representatives and assigns are legally bound thereby.

Date: \_\_\_\_\_

High School Sailor Member/Program Participant/Guest Name: \_\_\_\_\_ (print)

Address: \_\_\_\_\_

Signature of member/program participant/guest \_\_\_\_\_

Guardian Signature Signature of Parent/Guardian if program participant/guest is under 18: \_\_\_\_\_

Guardian Name Print Name of Parent/Guardian \_\_\_\_\_

Rev: 1/10/2013