

HYSA

Hawaii Youth Sailing Association

Caution

Please read this Agreement Carefully. This Agreement constitutes a complete waiver, release and indemnification of the Hawaii Yacht Racing Association (HYRA), the Hawaii Youth Sailing Association (HYSA), and their member clubs and associations of all liability relating to participation in HYRA and HYSA events throughout the 2013-2014 season. The season starts December 1, 2013 and ends December 31, 2014.

General Release, Indemnification, and Covenant Not to Sue Agreement

This General Release, Indemnification, and Covenant Not to Sue Agreement ("Agreement") is executed and entered this ___ day of _____ 20___, by and between the Hawaii Youth Sailing Association ("HYSA") and:

Name _____ Date of Birth _____ Age _____

Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Work Phone _____ Mobile Phone _____

Father or Guardian _____

Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Work Phone _____ Mobile Phone _____

Mother or Guardian _____

Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Work Phone _____ Mobile Phone _____

The Youth/Participant and Parent/Guardian desire and intend to have Youth/Participant participate in HYSA's sailing activities, clinics and regattas during 2013-2014, and HYSA is willing to accept the Youth/Participant in its 2013-2014 activities, if, and only if, Youth/Participant and Parent/Guardian agree to the terms and conditions set forth in this Agreement. HYSA and its member yacht clubs are volunteer staffed entities, and they cannot sponsor or produce the 2013-2014 activities, regattas, and clinics without limiting their liability for personal injury and/or property damage to or caused by Youth/Participant.

Therefore, in consideration of the covenants and promises in this Agreement, HYSA, Youth/Participant, and Parent/Guardian agree as follows:

1. Definitions. As used in this agreement the following words or terms shall mean and include the following:
Youth/Participant – the Youth/Participant named above, and each of his/her heirs, personal, representatives, executors, administrators, receivers, trustees, custodians, guardians, parents, successors, and assigns.
Parent/Guardian – the Parent/Guardian named above, and each of their heirs, personal representatives, executors, administrators, receivers, trustees, custodians, guardians, parents, successors, and assigns.

HYSA – The Hawaii Youth Sailing Association, its directors, officers, members, employees, agents, attorneys, volunteers, and guests and participant yacht clubs, including Kaneohe Yacht Club, Hawaii Yacht Club, Waikiki Yacht Club, Pacific Yacht Club, Pearl Harbor Yacht Club, Makani Kai Yacht Club, Iroquois Lagoon Yacht Club, Maui Boat and Yacht Club, Lahaina Yacht Club, Kona Sailing Club, Nawiliwili Yacht Club and Sea Explorers Ship One of the Boy Scouts of America, and each of their directors, officers, members, employees, agents, attorneys, volunteers and guests and each of their personal representatives, executors, administrators, receivers, trustees, custodians, guardians, successors and assigns.

HYRA – the Hawaii Yacht Racing Association, which is HYSAs parent organization, its directors, officers, members, employees, agent, attorneys, volunteers, guests, and its participation yacht clubs and associations as listed above in the definition HYSAs.

Sailing Activities – include without limitation, travel to and/or from and participation in any and all transactions, occurrences, events, meetings, conferences, committees, preparation, rigging, inspections, clinics, seminars, inspections, clinics, seminars, instruction, demonstrations, practices, races, social events and/or regattas, sponsored or produced by or on behalf of or for the benefit of HYSAs and/or HYRA.

Loss – any and all

- (i) damage to real and/or personal property, and/or
- (ii) injury to any person, including without limitation, bodily injury and/or death, and/or
- (iii) each and every award, claim, cause, cause of action, complaint, controversy, cost, damage, demand, dispute, expense, harm, injunction injury, judgment, liability, Loss, order, attorneys fee and/or cost, the Youth/Participant and or Parent/Guardian now has or have, has or have had in the past, or may have at any time in the future, against HYSAs and/or HYRA, in equity, at law, or in admiralty, whether known or unknown as of the date of this Agreement, whether foreseeable or unforeseeable, whether or not caused by the simple or gross negligence of any person or people, pertaining to or arising from or in connection with, directly or indirectly, any and all Sailing Activities.

2. **Youth/Participant's Participation.** HYSAs agrees to permit the Youth/Participant to participate in HYSAs 2013-2014 Sailing Activities and HYRA's 2013-2014 Sailing Activities.
3. **General Releases.** Youth Participant and Parent/Guardian release, acquit, and forever discharge HYSAs and HYRA from and against and Loss.
4. **Assumption Risk.** Youth/Participant and Parent/Guardian know and understand that Sailing Activities may be dangerous and may result in damage to property and injury to people, and the Youth/Participant and Parent/Guardian voluntarily and knowingly assume any and all risk of any Loss.
5. **Indemnification of HYSAs.** Youth/Participant and Parent/Guardian agree to and hereby indemnify and hold HYSAs harmless from and against any Loss, including the payment of any and all awards, judgments, and/or orders, and payment of HYSAs's and/or HYRA's defense for any Loss, including all of HYSAs's and/or HYRA's attorneys' fees, costs, and expenses.
6. **Covenant Not to Sue.** Youth/Participant and Parent/Guardian understand that HYSAs's 2013-2014 Sailing Activities and HYRA's 2013-2014 Sailing Activities would not be possible but for the limitations and conditions in this Agreement, and they therefore agree and covenant not to sue HYSAs and/or HYRA for any Loss they may suffer as a result of any of HYSAs's 2013-2014 Sailing Activities and for HYRA's 2013-2014 Sailing Activities.
7. **No Claims Preserved.** Youth/Participant and Parent/Guardian, and HYSAs intend that this Agreement be interpreted and construed as broad as possible, and they do not intend to preserve any claims. They intend that each and every conceivable Loss within the scope of the Agreement.

8. **Youth/Participant's Age.** Youth/Participant certifies that he/she is eighteen years of age or older and that he/she is competent to understand and be bound to the terms and limitations in this Agreement. If Youth/Participant is below the age of eighteen, Parent/Guardian certifies that he/she is the legal parent or guardian of Youth/Participant and that he/she is competent to understand and bind themselves and Youth/Participant to the terms and limitations in this Agreement.

9. **Voluntary Execution.** HYSA, Youth/Participant and Parent/Guardian understand that this Agreement is a contract and not mere recitals. Youth/Participant and Parent/Guardian knowingly and voluntarily have read and understand this Agreement, and they execute this Agreement as their free and willful act. They acknowledge that they have the opportunity to have this Agreement reviewed by their attorney and that they understand and accept each and every term and limitation in this Agreement.

10. **Youth/Participant's Physical Fitness.** Youth/Participant and Parent/Guardian agree that they are solely and exclusively responsible for the physical fitness, medical condition, swimming skills, and overall physical and mental abilities and/or capabilities of Youth/Participant.

11. **Headings and Cautionary Statements.** The heading, cautionary statements, and titles in this Agreement are present merely to aid the reader. They are not intended to have contractual effect, and they do not alter, amend, change, expand, limit, modify, restrict, supersede, vacate, or void any part or provision in this Agreement or any provision they inception.

In witness thereof Youth/Participant and Parent/Guardian, and HYSA execute and are hereby bound to this Agreement.

Hawaii Youth Sailing Association
 December 1, 2013

Youth/Participant's Signature

Date

Father/Guardian Signature

Date

Mother/Guardian Signature

Date

(signature of only one parent or guardian is required)

CAUTION

Please read this Agreement carefully. This Agreement constitutes a consent to medical treatment in emergency situations for the Hawaii Yacht Racing Association (HYRA), the Hawaii Youth Sailing Association (HYSA), and their member clubs and associations for participation in HYRA and HYSA events during December 2013 through December 2014.

AUTHORITY TO CONSENT TO MEDICAL TREATMENT
IN EMERGENCY SITUATIONS

Name of Participant _____ Date of Birth _____

Father or Guardian _____

Address _____ City _____ State _____ Zip Code _____

Home Phone _____ Work Phone _____ Cell Phone _____

Mother or Guardian _____

Address _____ City _____ State _____ Zip Code _____

Home Phone _____ Work Phone _____ Cell Phone _____

Dentist _____ Phone _____

Physician _____ Phone _____

Health Plan _____ Policy No _____

Medical Facility _____

List any medical factors that would be pertinent in emergency treatment. (i.e. Allergies, blood type, date of last tetanus injection):

Emergency phone numbers (other than home)

Name _____ Relationship _____ Phone _____

Name _____ Relationship _____ Phone _____

Youth/Participant and Parents/Guardians authorize to consent to medical treatment of Youth/Participant, if and when such is deemed advisable by and is to be rendered under the supervision of or by any physician licensed in the State of Hawaii. This authorization is given in advance of any specific diagnosis, treatment or hospital care being required so as to provide authority to give specific consent to said treatment in emergency situations, when Youth/Participant's Parent/Guardian is unavailable.

Participant's Signature _____ Date _____

Father/Guardian Signature _____ Date _____

Mother/Guardian Signature _____ Date _____

(signature of only one parent or guardian is required)