

**2014 Opti Heavy Weather Clinic & Regatta**  
**St. Francis Yacht Club**  
**June 17-22, 2014**

ST. FRANCIS YACHT CLUB  
Junior Activities  
**Parent's Consent and Waiver of Liability,  
Assumption of Risk & Indemnity Agreement**

The undersigned parents or legal guardians (hereafter referred to in the singular) of \_\_\_\_\_ (herein referred to as "Child"), request that my Child be allowed to participate at any St. Francis Yacht Club Junior Activity (herein referred to as "the Activities").

This agreement shall remain in effect until St. Francis Yacht Club Junior Committee receives written notice of the cancellation of the consent or until the end of the Activities described above.

In return for my Child being permitted to take part in the Activities and to use the facilities and property of any St. Francis Yacht Club facility each of us makes the following promises and warrants the truth of the following facts:

- 1) I am familiar with the programs included in the Activities, and I understand officers and employees of any St. Francis 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 any St. Francis Yacht Club after each day's program without appropriate supervision or the written permission of the Yacht Club. I agree St. Francis 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) 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 St. Francis 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 rights 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 any St. Francis Yacht Club or any of its members, directors, officers, agents, employees and affiliated organizations (herein referred to as "the Releasees") for monetary damages caused by injury to 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 any St. Francis Yacht Club, whether or not the injury or damage results from the negligence or other action, except intentional acts, of any of the Releasees. **(Please initial to indicate you have read this paragraph. \_\_\_\_\_)**
- 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 collision 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 ST. FRANCIS YACHT CLUB, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES. **(Please initial to indicate you have read this paragraph. \_\_\_\_\_)**
- 5) **INDEMNITY AGREEMENT.** I agree to indemnify, defend and hold the Releasees harmless from any loss, liability, actual damage, consequential damage, or cost, including reasonable attorneys fees, they may incur due to my Child's participation in the Activities whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts, of any of the Releasees. **(Please initial to indicate you have read this paragraph. \_\_\_\_\_).**

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

CHILD'S SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

PARENT'S SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

PARENT'S SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

## Photo Release

The undersigned parent or guardian of \_\_\_\_\_, a minor, do hereby authorize agents of St. Francis Yacht Club to photograph our child while under their care, and agree they may use the negatives or prints prepared for such purposes and in such manner as may be deemed desirable for the support and promotion of the St. Francis Yacht Club. Photo use may include, but not limited to, posting on the St. Francis Yacht Club website, placement in the yacht club newsletter, inclusion in sailing camp promotional flyers etc.

**This Authorization Shall Remain in Effect Until Revoked in Writing**

Date \_\_\_\_\_ Signature (Parent or Legal Guardian) \_\_\_\_\_

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**AUTHORIZATION TO CONSENT TO TREATMENT OF A MINOR**

The undersigned parent or guardian of \_\_\_\_\_, a minor (the "Child"), do hereby consent to any emergency x-ray, anesthetic medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under the general of special supervision of any physician and surgeon licensed under the provision of the Medical Practice Act.

It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required for the Child but is given to provide authority and power on the part of our aforesaid agent(s) to give specific consent to any and all such diagnosis, treatment or hospital care which the aforementioned physician in the exercise of his best judgment may deem advisable; and neither said agent or any organization involved assumes any financial responsibility for exercising this action.

This authorization is given pursuant to the provisions of Sections 25.8 of the Civil Code of California.

1. Family Doctor \_\_\_\_\_

Phone Numbers \_\_\_\_\_

2. Persons To Contact In Case Of An Emergency (in addition to parent(s)/guardian(s)).

Name \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

3. Medical Concerns Or Any Learning Disabilities

\_\_\_\_\_  
\_\_\_\_\_

4. Known Allergies \_\_\_\_\_

5. Hospital Insurance Plan

Name \_\_\_\_\_

Number \_\_\_\_\_

**This Authorization Shall Remain Effective Until Revoked In Writing.**

SIGNATURE (Parent or Legal Guardian) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Mother's Phone Numbers (Hm) \_\_\_\_\_ (Cell) \_\_\_\_\_

Father's Phone Numbers (Hm) \_\_\_\_\_ (Cell) \_\_\_\_\_

CHILD'S NAME \_\_\_\_\_