



## **JR. SAILING PROGRAM LIABILITY RELEASE & WAIVER AGREEMENT**

I, the undersigned, am a parent having legal custody/person having legal custody or legal guardian of the above-listed Minor. I wish to voluntarily enroll the Minor in the Hyannis Port Yacht Club (HPYC) Junior Sailing Program (the Program). In consideration of the Minor's participation in this voluntary recreational activity and use of HPYC facilities, I acknowledge and agree as follows, for myself, the Minor and the Minor's heir, representatives and assigns:

1. I understand that risks exist in the Program and shoreside activities, including but not limited to, the risks of serious physical injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases such as COVID-19), trauma, pain and suffering, paralysis, death or permanent disability from car accident, falling, boat collision, capsizing and drowning and other risks associated with the Program. I freely assume all risks, including unforeseen risks. HPYC is not my insurer. I will maintain insurance as prudent for the protection of the Minor and myself, including medical and liability coverages.
2. To the fullest extent permitted by law, I promise not to sue, I forever release and agree to indemnify and hold harmless HPYC from and against any and all claims, damages, liabilities, losses, suits, costs and expenses including attorney fees, for personal injury to the Minor or any other person, and loss of any property, arising from the Minor's participation in the Program and shoreside activities on or off HPYC premises, and including any active or passive negligence of HPYC, such as negligent rescue. My obligations under this paragraph shall survive the termination of the Minor's participation in the Program.
3. I represent that the Minor is in good physical and mental health, is able to safely undertake sailing activities, and can swim well enough in the event his/her boat capsizes to avoid any resulting danger; and that the Minor is capable of comprehending instruction, following directions and observing proper safety precautions. I agree to abide by the decisions of the Program's Head Instructor if he/she finds it necessary to discipline or dismiss the Minor for lack of attention, misbehavior or failure to follow safety precautions.
4. For the purpose of the Agreement, "HPYC" includes its, affiliates, other members, partners, Trustees, officers, employees, agents, and committee persons of any of them. This Agreement contains all of the understandings between me and HPYC regarding the subject matter hereof, and may be modified only in a writing signed by the parties. I am not relying upon any promise, representation or inducement not contained herein. The above waiver, release and indemnity provisions are continuing obligations and intended to be as broad, comprehensive and inclusive as permitted by law, but are not intended to assert any claim or defense prohibited by law. The provisions of this Agreement shall be interpreted in such a way so as to render them valid whenever possible, and any ambiguity shall not be strictly construed against HPYC. If any part of this Agreement is held invalid by a court or arbitrator having jurisdiction, the remainder shall continue in full force and effect.

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### EMERGENCY TREATMENT AUTHORIZATION

I/We, the undersigned parent(s)/legal guardian of the registrant, hereby authorize and give permission to Hyannis Port Yacht Club and its officials and/or staff to secure medical, dental, or surgical care and treatment for him/her rendered under general or special supervision of any physician licensed in the Commonwealth of Massachusetts. And further, we/I hereby give permission and authorize the Club, its officials, and/or sailing staff and such physicians, surgeons, and dentists as referred to above, to give, administer or render any treatment or aid, including anesthetics, x-ray or surgery, as is necessary to protect, preserve, and safeguard the life and health of my child/ward. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that any of the above treatment will not be withheld if the undersigned cannot be reached.

RELEASE

I/We the undersigned parent(s)/ legal guardian recognizes that all water sports, including sailing and power boating, entail the risk of bodily injury and damage to property. Therefore, to induce the Hyannis Port Yacht Club to accept my child/ward into the Junior Sailing Program, I/we the undersigned parent/legal guardian covenants and agrees to hold harmless and indemnify the Hyannis Port Yacht Club together with its directors, officers, trustees, employees and agents, from any and all liabilities, claims, losses, costs, and damages arising out of or in any manner related to injury or death to our child/ward as well as any damage to any property caused by or occurring in connection with my child/wards participation in the Hyannis Port Yacht Club Junior Sailing Program or the use of any facilities or equipment of the Hyannis Port Yacht Club. We represent that we have and will maintain sufficient coverage under our homeowners or tenants liability insurance policy for any negligent acts of applicant in his/her pursuance of school activities. We further certify that, to the best of our knowledge, the applicant is in good physical condition and suffers from no physical, emotional or mental impairment, which would adversely affect his/her ability to safely participate in sailing activities.

PHOTO RELEASE

By acknowledgment, I hereby grant permission to the Hyannis Port Yacht Club (HPYC) or assigned photographer the irrevocable right and unrestricted permission with respect to photographic images of me or my child as indicated above at the HPYC, on boats or docks, or in which I may be included with others, to use and/or publish individually or in conjunction with any printed matter, in any and all media, and for any legal purpose whatsoever, including but not limited to illustration, promotion, exhibition, publication, advertising and trade. Furthermore, I consider HPYC the sole and complete owner of any such photographs. I warrant I have the right to authorize these uses and hereby agree to hold HPYC harmless of any and all liability in perpetuity.

CLUB POLICIES

INCLEMENT WEATHER AND DISMISSAL POLICY Inclement weather policy for SEAMAN AND MATE CLASSES. In the sole judgment of the Program Director: (1) If it is too windy to sail, we will have an hour of sailing instruction in the Clubhouse and then have beach based fun activities. Sailors will be released at the regular dismissal time. (2) Rain. One hour of instruction in Clubhouse followed by inside clubhouse activities (which may include watching movies) with sailors released at the regular dismissal time. (3) Storm. Classes cancelled. Notification: Will be posted on the HPYCjs.org website and emailed to those who signed up. IT IS YOUR RESPONSIBILITY TO CHECK THE WEBSITE IN CASE EMAIL NOTIFICATION DOES NOT WORK. FOR SKIPPER, 420 and RACE TEAM: If in the judgment of the Program Director weather conditions prevent sailing, students MAY be held for one hour of land based instructor or released as the Program director may decide. We will try to give Notice on Website if students are dismissed early or class is canceled. The Junior Sailing Program is not equipped to supervise or handle students once their class has ended. Children are to be picked up promptly as soon as their class is over by their parent or designated substitute. Students are considered Delivered when returned to clubhouse at the end of class time. DISCIPLINE POLICY Our discipline policy maintains that each sailor will have three chances to correct any non-rule following behavior as follows: 1. First strike, your parent will be called by the Program Director and the transgression will be reported. This will be recorded on your file. 2. Second strike, you and your parents will be asked to meet with the instructor and the Program Director to discuss the first and second transgression and to make a plan to avoid any future misbehavior. The notes from this meeting will also be documented in your file. 3. Third strike, youre out! We will notify your parents that you are on your way home. You will no longer be welcome in the program. No refund. Strikes include, but are not limited to, inappropriate language, destruction of property, verbal or physical abuse to another student or instructor. RULES AND EXPECTED BEHAVIOR 1. NO STUDENT IS ALLOWED ON DOCKS OR BOATS WITHOUT U.S.C.G.A. PFD (LIFE JACKET) ON AND ZIPPED. TYPE III IS RECOMMENDED. 2. No one is allowed on docks without supervision. 3. No littering on land or water. Boats and sailing area must be kept ship-shape. 4. Personal property is the responsibility of the student and not HPYC or the Sailing Instructors. No electronic devices allowed on the docks or boats, i.e. CD, Gameboys, Walkmans, Ipods, etc. 5. No eating or chewing gum during sailing activities. 6. No pushing, shoving, running, hitting, profanity. No disruptive behavior, disrespectful gestures, actions or language. 7. No jumping off boats without instructors permission. If they say you can swim, it is important to stay near your boat so you can easily get back in and so that it doesnt drift away or go up on the rocks. 8. Stay in the area where the instructors and other students are, unless you ask the instructors permission to leave. 9. Follow Instructors instructions AT ALL TIMES. 10. Proper footwear must be worn.

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*I certify that I have carefully read, understand and agree to the above.*

*Participant Signature:*

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*Participant Printed Name:*

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*Today's Date:*

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*Parent / Legal Guardian Signature:*

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*Parent / Legal Guardian Printed Name:*

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*Today's Date:*

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