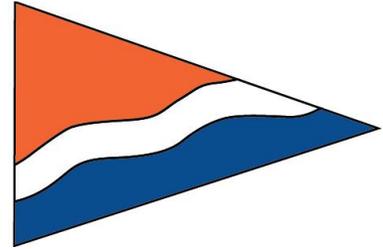


# MIAMI YACHT CLUB YOUTH SAILING FOUNDATION



## Parents' Consent, Waiver of Liability, Assumption of Risk, Indemnity and Hold Harmless Agreement

The undersigned parents and/or legal guardians (hereafter referred to in the singular)

of \_\_\_\_\_ (hereafter referred to as the "child"),  
[child's name]

request that the above-named child is allowed to participate in the activities (hereafter referred to as the "activities") of Miami Yacht Club and/or the Miami Yacht Club Youth Sailing Foundation programs (hereafter jointly referred to as "MYC YSF"). This Agreement shall remain in effect until MYC YSF receives written notice of the cancellation of the consent or until the end of the child's participation with MYC YSF, whichever occurs last. In return for the child being able to take part in the activities sponsored by MYC YSF, and in consideration for membership with MYC YSF and receiving coaching and instruction, each of us makes the following promises and warrants the truth of the following facts:

1. I am familiar with the activities my child will be undertaking as a member or non-member of MYC and of the MYCYSF, and I understand the Coaches and the director of the program are available to discuss the activities if I should wish further information. I also understand that I am solely responsible for the arrival and departure of my child and assembly and disassembly of his/her boat at the beginning and end of each MYC YSF practice, regatta or other sponsored activity as it requires buy the program. I agree that MYC YSF and its Coaches will have no responsibility for the supervision of my child at times other than during 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. We further acknowledge and confirm that the activities of MYC and of the MYC YSF are community based, volunteer, not-for-profit offerings that are not commercial or for profit in nature, despite the payment of costs or session fees on our child's behalf.
3. My child is in good health and I know of no reason why he/she would be incapable of participation in the activities. My child knows how to swim. I will immediately notify the Coach and the director of the program if a change in my child's health or other condition would affect my child's ability to participate.
4. **WAIVER OF LIABILITY:** On behalf of my child, myself, our heirs, distributees, guardians, legal representatives and assigns, I waive and release any right I, my heirs, distributees, guardians, legal representatives and assigns may have or acquire to make claim against, sue, attach the property of, or prosecute MYC and of the MYCYSF, its directors, members, officers, employees, agents, coaches, volunteers, other MYC and of the MYCYSF, members, and affiliate organizations (all herein referred to as "the releases") for monetary damages caused by injury to or death of my child or damage to the property of my child or myself arising from my child's participation in the Miami Yacht Club Club Summer Camp, Youth Sailing Program and related activities, specifically including any injury or damage resulting from MYC and MYC YSF's, its directors, members, officers, employees, agents, coaches and/or volunteers own negligence.

(Parents and/or guardians shall initial here to indicate you have read this paragraph: Mother: \_\_\_\_\_ Father: \_\_\_\_\_)

5. **ASSUMPTION OF RISK:** I am aware that the Miami Yacht Club Summer Camp, Youth Sailing Program and related activities involve inherent risks including, but not limited to, maneuvering a boat, sail board or other watercraft on deep waters in potentially hazardous conditions which may include among other things, cold water temperature, strong winds and high waves, storms, lightning, sudden and unexpected immersion in deep waters and collision with other watercraft or stationary objects such as docks, pilings and buoys. I am further aware that from time to time coaches or other responsible adults may need to transport my child in a private vehicle. With knowledge of the dangers involved, I voluntarily ask that my child be allowed to take part in all of 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 OF THE MYCYSF, INCLUDING SUMMER CAMP, YOUTH SAILING PROGRAM OR RELATED ACTIVITIES, ITS DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, COACHES, AND/OR VOLUNTEERS, SPECIFICALLY INCLUDING ANY INJURY OR DAMAGE RESULTING FROM MYCYSF's AND/OR ITS DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, COACHES, AND/OR VOLUNTEERS OWN NEGLIGENCE.

(Parents and/or guardians shall initial here to indicate you have read this paragraph: Mother: \_\_\_\_\_ Father: \_\_\_\_\_)

6. **INDEMNITY AND HOLD HARMLESS.** I further agree to indemnify and hold harmless MYC and MYCYSF, its officers, directors, members, employees, agents, coaches and/or volunteers, including for their own negligence, for any and all claims for any injury or damage to my child, which may occur, as a result of my child's participation in the Miami Yacht Club Summer Camp, Youth Sailing Program or related activities. I further agree to indemnify and hold harmless MYCYSF, its officers, directors, members, employees, agents, coaches and/or volunteers from the theft, loss, disappearance or damage of any boat, equipment or personal property of myself or my child in any way involved in MYC and MYCYSF'S activities.

7. I further agree that my child will abide by all MYC and MYCYSF rules and safety policies and understand that violation of these rules may result in disciplinary action being taken against my child, including potential dismissal from the program.

(Parents and/or guardians shall initial here to indicate you have read this paragraph: Mother: \_\_\_\_\_ Father: \_\_\_\_\_)

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 Indemnity and Hold Harmless Agreement, and I sign of my own free will.

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
[mm] [dd] [yyyy]

\_\_\_\_\_  
[Mother's and/or Guardian's Signature] [Father's and/or Guardian's Signature]

\_\_\_\_\_  
[Print First Name]

\_\_\_\_\_  
[Print Last Name]