



# Asheville Youth Sailing Learn to Sail 2019



## Release, Assumption of Risk, Waiver of Liability, and Indemnity Agreement

**This document waives important legal rights. Read it carefully before signing.**

I **AGREE**, for myself, and/or my child, my/our administrators and assigns, in consideration for my, and/or my child's participation in Asheville Sailing Club/Asheville Youth Sailing (ASC/AYS) activity to the following:

I **AGREE** that I choose to participate voluntarily in sailing, a water-sport activity, as a student, skipper, crew, facilitator, boat owner, agent, spectator, volunteer, operator, and or instructor. I am fully aware and acknowledge that sailing and other water-sports activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to: broken bones, head injuries, trauma, pain, suffering, or death ("Harm"). I fully understand that this release covers, but is not limited to, inherent risks of a water-sport activity which mean a danger or condition that is an integral part of sailing as an activity, including, but not limited to, the following:

- ◆ The propensity for boats, docks, and other water-sport equipment to be unstable or slippery due to environmental and/or weather conditions that may result in injury, death, loss to persons on or around boats.
- ◆ The unpredictability of a boat's reaction to water, waves, underwater hazards, grounding, weight placement, and error in operation or judgement.
- ◆ Hazards, including, but not limited to, surface and subsurface conditions, weather, sun, and body temperature and hydration.
- ◆ A collision with another boat, dock, trailer, or person.
- ◆ The potential of an individual during a sailing or water-sport activity to act in a negligent manner that may contribute to injury, death, or loss to the person or to other persons, including, but not limited to, failing to control a boat or watercraft, or failing to act within the ability of the participant.

I **AGREE** that, because of the inherent dangerous risks associated with sailing and other water-sports activities, I will maintain availability to be contacted before, during, and after program activities by telephone. All contact information and medical provider information will be kept up-to-date on the ASC/AYS medical history form. I authorize ASC/AYS activity personnel (including, but not limited to, organizers, instructors, volunteers, chaperones) and to any first aid and safety personnel, medical professional, treating medical facility, any information regarding my/my child's medical history, symptoms, treatments, exam results, and/or diagnosis contained on the medical history form. I acknowledge that it is my parental/legal guardian responsibility to ensure this medical history information is kept up-to-date. Furthermore, I **AGREE** and understand that it is my parental/legal guardian responsibility to ensure that I/my child will not participate in any ASC/AYS on-the-water activity if I/my child have/has had a head injury or other medical condition and have/has been restricted from activity, until such time as the injury or condition is resolved and any activity restriction is lifted.

I **AGREE** to release the ASC/AYS program, its successors or assigns, officials, officers, directors, employees, agents, personnel, volunteers, and affiliated organizations from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suites, causes or action, obligations, debts, costs, expenses, attorney's fees, judgements, orders and liabilities of whatsoever kind or nature in law, equity, or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to, any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to me or my equipment and for any Harm caused by me or my equipment to others, even if the Harm resulted, directly or indirectly, from the negligence of the ASC/AYS or ASC/AYS activity.

I **AGREE** to indemnify (that is to pay any losses, damages, or costs incurred by) the ASC/AYS program and its activities and to hold them harmless with respect to claims for Harm to me or my equipment, and for claims made by others for any Harm caused by me or my equipment in the ASC/AYS activity.

I **AGREE** that neither I, nor any one claiming through me, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against the ASC/AYS program, its successors or assigns, for, on account of, arising out of, or in any way connected with any Harm to me or my equipment, and that neither I, nor any one claiming through me, will enforce, prosecute, or recover upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, which I, or any one claiming through me, may now have or hereafter assert, in any way connected with claims for Harm to me or my equipment, and for claims made by others for any Harms caused by me or my equipment at the ASC/AYS activity.

I **AGREE** this Agreement is ongoing, and shall apply for the total duration of my/my child's participation in ASC/AYS activity, and that this Agreement survives any and all renewal, transfer, change of any kind, and or lapse of participation. I specifically acknowledge that the ongoing nature of this Agreement makes it unnecessary for me to execute any release in the future, as this Agreement applies and releases all the liability and costs, as agreed above, that might be covered by such a future agreement.

