

Youth Sailing Foundation of Indian River County, Inc.

Assumption and Acknowledgment of Risks, Release of Liability and Reimbursement Agreement

This is a legally binding document – consult an attorney if you do not understand it

In consideration of being allowed to utilize the boats, equipment, dock, site, and facilities, (Amenities) of the Youth Sailing Foundation of Indian River County, Inc. (YSF), and/or to participate in any YSF programs, regattas, clinics, camps, and activities (Programs), I, on behalf of myself, my minor child(ren) and/or ward(s) and all our personal representatives, assigns, heirs and next of kin acknowledge, agree and are legally bound as follows:

1. To be respectful of the Amenities of YSF and bring to attention of the YSF staff any damage or irregularities which are observed or occur during use.
2. To return all YSF boats, watercraft and equipment after use in the same condition as when taken out, ordinary wear and tear excepted; to secure the boat/watercraft and stow equipment as directed.
3. To be financially responsible for damage caused to the Amenities by the undersigned, or his/her child(ren) and/or ward(s); to reimburse YSF for any loss related thereto, ordinary wear and tear excepted.
4. I FULLY UNDERSTAND that:
 - (a) SAILING, RACING, BOATING, AND BASIC EQUIPMENT CARE/MAINTENANCE INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS");
 - (b) these risks and dangers may be caused by my own actions or inactions and/or of the minor in the Programs; the actions or inactions of others participating in the Programs, the conditions in which the Programs takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;
 - (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITIES FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or of my child(ren) or ward(s) in the Programs;
 - (d) there may be dangers in the water from randomly occurring bacteria or sea-life. I understand it is my responsibility to research and monitor water quality and refrain from participating and prohibit my child(ren) or ward(s) from participating in water activities if I or my child(ren) or ward(s) have an open cut or wound or a compromised immune system or compromised liver.
5. I, the undersigned, HEREBY RELEASE, DISCHARGE, AND CONVEYANT NOT TO SUE Youth Sailing Foundation of Indian River County, Inc., the City of Vero Beach, their respective elected officials, administrators, directors, agents, officers, members, volunteers, employees, sailing instructors and coaches, other participants, parent(s)/guardian(s) of minor participant(s), team chaperones, sailing team car-pool volunteer drivers, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Programs take place, their successors and assigns (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS DEMANDS, LOSSES, DAMAGES ON MY ACCOUNT OR THAT OF MY MINOR CHILD(REN) AND/OR WARD(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, ACTION OR INACTION OF THE "RELEASEES" OR OTHERWISE BEFORE, DURING, OR AFTER PARTICIPATION IN PROGRAMS AND WHETHER ON OR OFF THE PREMISES, INCLUDING NEGLIGENT FIRST AID OR RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, or on behalf of my child(ren) or ward(s), makes a claim against any of the "Releasees", I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any incur as a result of such claim.
6. I, the undersigned agree to take all precautions to minimize RISKS. Including, but not limited to: inspect boats, watercraft and equipment before use and not use any which appear unsafe. I agree to operate all boats and watercraft in a safe and responsible manner, and wear a personal flotation device (PFD) and have my child(ren) and/or ward(s) wear PFD's while near docks, on board boats and watercraft. If using my own boat or watercraft, I represent that such boat or watercraft is in safe and seaworthy condition, and if racing that it is in compliance with its respective class rules. At any time I believe conditions to be unsafe I will immediately discontinue my own or my child(ren) or wards(s) participation in the Programs.
7. I understand that participants may be videotaped or photographed during Youth Sailing Foundation Programs and events. My photo, video, and film likeness, and that of my child(ren) or wards(s) may be used by the program, activity, web-site, and event holders, producers, sponsors, organizer and/or their assigns for any legitimate purpose and I will hold the released parties harmless, on behalf of myself and my child(ren) or ward(s) and the parents, guardians and others as outlined above, for such use.
8. In the event 911, medical or other responders are called to assist due to injury, all fees and charges related to such services and hospital/medical care will be the responsibility of the person receiving the services or his/her parent(s)/guardians/s if a minor.
9. I certify the participant can swim but understand YSF instructors/coaches may evaluate his/her swimming abilities at any time.
10. I certify the participant is physically capable of participating in the Programs and has not been advised otherwise by a qualified medical person. I further warrant that if I become aware of a medical situation that would preclude my own or my child(ren) or ward(s) from participating I will remove myself or my child(ren) or ward(s) from the Programs.
11. I or my child(ren) or ward(s) has/have the following physical impairment/medical condition that may need accommodation:

NONE OR As described/accommodation needed: _____

Name of Participant /Guest: _____

Address of Participant/Guest: _____

Signature of Participant/Guest: _____ Date: ____/____/____

Signature of Parent/Guardian (if Participant/Guest under 18): _____ Date: ____/____/____

PRINT Name of Parent/Guardian: _____