



**THE SAN FRANCISCO YACHT CLUB YOUTH SAILING PROGRAM
LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT / PHOTO WAIVER
2021 SEASON**

In consideration of my attending or participating in sailing instruction, race training, competition or other activities hosted, organized, operated, sponsored, managed, promoted or endorsed by The San Francisco Yacht Club ("SFYC" or the "Club"), I/we hereby agree on my own behalf as well as on behalf of my minor children and other family members as follows:

1. **Boating Risks:** I/we understand and agree that boating and the use of boating facilities and equipment involves risks of injury, death and property damage from a variety of situations and causes that can change at any time without notice, including but not limited to water, wind and weather conditions, tides, currents, waves, immersion and drowning, equipment failure, electrical hazards, interactions with other vessels, as well as with aquatic life, rocks, docks, pilings and buoys and other potential hazards. I/we freely and knowingly choose to participate in boating activities despite these risks, and to assume all such risks, whether known or unknown.
2. **Club Programming Risks:** I/we understand and agree that sailing, sailing instruction, and events facilities, or activities hosted, organized, operated, sponsored, managed, promoted, designed, built or endorsed by the Club, including but not limited to activities at the Club or away from the Club (collectively "Club Programming") all present varying degrees and types of risk that may not possible to enumerate or anticipate, and I/we freely and knowingly choose to participate in Club Programming despite their risk, and whether such risk is known or unknown.
3. **COVID-19 Risks:** COVID-19 is a highly contagious disease that can cause illness, injury or death. The Club may take preventative measures, including but not limited to actions recommended by the CDC, the State of California, Marin County, or others, to reduce COVID-19 transmission ("Preventative Measures"), but I/we understand and agree that Preventive Measures might not be entirely effective, they might not be undertaken in all areas or at all times, and that COVID-19 exposure and illness may occur even if all possible Preventative Measures have been taken. I/we further understand and agree that the Club is not in a position to validate or verify the efficacy of Preventive Measures, and the Club cannot guarantee a risk-free environment in any location. I/we freely and knowingly choose to encounter any and all such risks while at the Club or engaged in Club Programming, whether known or unknown ("COVID-19 Risks").
4. **COVID-19 Screening:** I/we will not attend the Club or participate in any Club activity if knowingly infected with COVID-19, or if I/we have an elevated temperature, or if I/we are exhibiting any known COVID-19 symptoms. I/we consent to the Club conducting temperature scans or other non-invasive screening activities as a condition of entry to the Club or Club Programming, and I/we agree to abide by all health-related programs and policies of the Club, but I/we understand and agree that *the Club is not providing any medical care or undertaking any medical duties* toward me/us.
5. **Release of Liability:** To the fullest extent permitted by law, I/we agree to release The San Francisco Yacht Club and all sponsor and host organizations, organizing authorities, race committees, protest committees, judges, referees, arbitrators, officials, volunteers, class associations and all other persons involved in organizing, operating, managing, promoting or sponsoring any Club Programming or related activities, and all of their officers, directors, agents, employees and members ("Released Parties"), from any and all legal liability or responsibility for personal injury, death, or other loss or harm arising from or related to Club Programming, COVID-19 Risks, or any related activities, and I/we waive any right I/we might otherwise have to sue the Released Parties for negligence or any other cause for which liability may be released under California law.
6. **Assumption of Risk:** To the fullest extent permitted by law, I/we agree, as respects Released Parties, to assume all risk of injury, death, or other loss or harm that may arise from presence or participation in Club Programming, whether such risks are known or unknown.
7. **Liability of Competitors for Damages:** If participating in a regatta governed by the Racing Rules of Sailing ("RRS"), this Agreement is not intended to diminish or otherwise modify the obligations of boats or competitors imposed by the RRS or by organizing authorities. This Agreement also is not intended to alter any agreements or obligations between vessel charterers and owners, or any agreements or obligations undertaken by competitors relative to borrowed boats or boats provided by or through race hosts or organizing authorities.
8. **Vessel Safety:** Skipper/owner of any vessel participating in any Club Programming represents that he/she has taken all reasonable steps to ensure that skipper, crew and boat are adequately prepared for all possible contingencies, including appropriate safety equipment and procedures as may be required by law, class rules, sailing instructions, or that a prudent mariner would consider advisable.
9. **Decision to Sail:** I/we understand and agree that the responsibility for a boat's decision to sail or to continue sailing is hers alone, at the sole risk of the boat, her skipper and crew, and that the Club is not responsible for such decisions.
10. **Authorization for First Aid and Medical Treatment:** I/we consent and authorize the Club to provide emergency first aid and to arrange for medical assistance and transport to a medical facility in the event of a medical event or emergency, and I/we agree that I/we am solely responsible for any and all associated related costs and expenses.

11. **Termination of Activities:** All participants are expected to participate in Club Activities in accordance with applicable laws, customs and Club rules and regulations, and with appropriate respect for the rights and privacy of other participants. An individual may be asked to leave an activity by the activity leader or by Club management or Flag Officers in accordance with Club rules if the decision maker concludes that the person's continuing participation may be detrimental to the individual or to the well-being or enjoyment of others. I/we will respect and abide by any such decision at my/our sole expense.
12. **Photos and Publicity:** I/we hereby grant to the Club and its representatives and assigns an irrevocable and unrestricted right to use and publish descriptions, competition results and images of me and of my boat, crew and guests taken during or in connection with any Club Programming, and I/we agree that the Club owns all rights to them, and the Club and its representatives and assigns may use them for any purpose and in any form, in perpetuity, and without compensation.
13. **Final Agreement:** This document constitutes the **final and entire Agreement** regarding my/our attendance at or participation in Club Programming and related activities; it is binding upon our families, guests, crew and our heirs, successors and assigns, and it supersedes any and all other documents or oral statements on topics addressed by this Agreement. If any part of this Agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect. This Agreement shall be governed in all respects by the laws of the State of California, irrespective of any conflicts of laws, and is intended to provide for a broad and inclusive **assumption of all risk and release of all liability to the greatest extent permitted by law**, but it is not intended to assert any claims or defenses that are prohibited by law.
14. **Duration of Agreement:** This Agreement will remain in effect for the complete 2021 SFYC season, and it will apply to each Club event and activity in which I/we participate.

READ BOTH SIDES/PAGES CAREFULLY BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT

<i>Signature of Participant:</i> _____	<i>Date:</i> _____
<i>(If participant is a minor, the signature of a parent, guardian or agent is required below)</i>	
<i>Parent or Guardian: I warrant and represent that I am the parent, legal guardian or agent of the participant(s) named in this Agreement, that all information in this Agreement is correct, and that I have full authority to enter into this Agreement on behalf of the minor(s) or other person(s) named above, as well as our families, heirs, successors and assigns, and I/we agree to be bound by all terms and conditions of this assumption of risk, liability release, and hold harmless agreement.</i>	
<i>Signature of Parent, Guardian or Agent:</i> _____	
<i>Name:</i> _____	<i>Date:</i> _____
<i>(Print name of parent, guardian or agent)</i>	