

# The San Francisco Yacht Club 2018 Optimist Race Team Program

## LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

In consideration of the acceptance of my program entry by The San Francisco Yacht Club (SFYC), I acknowledge and agree as follows:

1. I certify that my boat is equipped to conform with U.S. Coast Guard and Class/Fleet safety requirements, including a US Coast Guard approved personal flotation device for myself. I represent that I am physically fit to participate in the program.
2. I have read the Program Information and will abide by its terms. I am fully responsible for the operation of my boat. I will comply with all US SAILING rules, the sailing instructions and laws governing the program and any associated races, and use of the marina, including the California Harbors & Navigation Code.
3. **ASSUMPTION OF RISK.** I acknowledge that sailboat racing involves risks, and I freely assume all risks, including the risks of serious personal injury, death or disability from accident, drowning, exposure, overexertion, adverse sea or weather conditions, loss or damage of my boat and equipment, as well as all unforeseen risks. My participation in this recreational event is voluntary, and I am free to withdraw at any time if I deem it prudent under existing conditions.
4. **LIABILITY WAIVER & RELEASE.** TO THE FULLEST EXTENT PERMITTED BY LAW, I WAIVE THE RIGHT TO SUE AND I FOREVER RELEASE SFYC FROM ALL LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE PROGRAM, AND ANY ORDINARY ACTIVE OR PASSIVE NEGLIGENCE OF SFYC.
5. **HOLD HARMLESS.** TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO INDEMNIFY AND HOLD SFYC HARMLESS FROM ANY CLAIM, DAMAGE, LIABILITY, LOSS, SUIT, COST OR EXPENSE INCLUDING ATTORNEY FEES, ARISING FROM MY ACTS OR OMISSIONS, AND FROM ANY SUIT BROUGHT AGAINST SFYC IN VIOLATION OF THIS AGREEMENT.
6. This Agreement contains all the understandings between SFYC and me regarding the subject matter hereof. The terms of this Agreement shall be interpreted in such a way as to render them valid whenever possible, and shall not be strictly construed against SFYC. If any part of this Agreement is held invalid, the remainder shall continue in full force and effect. As used herein, "SFYC" means The San Francisco Yacht Club, its owners, affiliates, directors, officers, employees, race committee members and officials acting in their official capacities.

*I have carefully read, understand and agree to the above. I agree that this is a contract that strictly limits SFYC's liability to its gross negligence or willful misconduct.*

\_\_\_\_\_  
Sailor's name

\_\_\_\_\_  
Signature (Parent or Guardian)

\_\_\_\_\_  
Date

**The San Francisco Yacht Club Youth Sailing Program**  
**P.O. Box 379, Belvedere, CA 94920**  
**415-435-9525 \* Fax 415-435-4794 \* youth@sfyc.org**