

**NORTH EAST RIVER YACHT CLUB INC - JUNIOR SAILING PROGRAM**

**COMMUNICABLE DISEASE WAIVER / AUTHORIZATION FOR TREATMENT / ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT / PUBLICATION WAIVER**

**PARTICIPANT:** \_\_\_\_\_

**PARENT/ GUARDIAN:** \_\_\_\_\_

**WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

In consideration of being allowed to participate on behalf of North East River Yacht Club Inc. Junior Sailing program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While adhering to recommended guidelines and procedures, personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS (insert name of sports organization) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

This is to certify that I, the parent or guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Parent/ Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_ #

## **AUTHORIZATION OF CONSENT TO TREATMENT OF A MINOR**

As the parent or guardian of the participating child or children, I hereby authorize any x-ray examination, anesthetic, medical or surgical diagnosis or procedure supervised by any member of the medical staff or of a dentist licensed under the State Education Law and/or Public Health Law of the State and of the staff of any hospital holding a current operating certificate issued by the State Department of Health. This authorization is given in advance of any specific diagnosis, treatment or hospital care being required in order to provide authority to render care, which the aforementioned physician in his best judgment may deem advisable; and neither said agent or any organization involved assumes any financial responsibility for exercising this action. Effort shall be made to contact me before rendering treatment to the patient, but any of the above treatment will not be withheld if I cannot be reached.

Parent/ Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_ #

## **WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

The parents or legal guardians (hereafter referred to in the singular) of any child or children (herein referred to as the "child"), participating in any North East River Yacht Club (NERYC) Junior Program activity (herein referred to as the "activities"), including supervised travel to local events and competitions, request that the child be allowed to participate in any of these activities. This agreement shall remain in effect until the North East River Yacht Club Junior Program Director receives written notice of the cancellation of the consent or until the end of the activities described above. In return for the child being permitted to take part in the activities and to use the facilities and property of the North East River Yacht Club, each of us makes the following promises and warrants the truth of the following facts:

- I am familiar with the activities included program.
  - I understand I am solely responsible for the prompt arrival and departure of my child at the beginning and end of each day's activity. I will not allow my child to remain on the premises of the North East River Yacht Club after each day's program without appropriate supervision or the written permission of NERYC. I agree that the North East River Yacht Club will have no responsibility for the supervision of my child at times other than during the scheduled activities
  - My child is in good health, and I know of no reason why he/she would be incapable of participating in the activities. I will disclose any physical, emotional or behavioral issue that might affect my child's ability to participate, and immediately notify the Junior Program Director of a change in my child's physical, mental or emotional health or other condition would affect my child's ability to participate in the activities

**WAIVER OF LIABILITY**

I waive and release any right I, my heirs, guardians, and legal representatives may have or acquire to make a claim against, sue, attach the property of or prosecute the North East River Yacht Club and/or any of its members, directors, officers, agents, employees and affiliated organizations (herein referred to as "the releasees") for monetary damages caused by injury to my child or damage to the property of my child or myself arising from participation in the activities and use of the facilities and property of the North East River Yacht Club, whether or not the injury or damage results from the negligence or other action, except intentional acts, of any of the releases.

**ASSUMPTION OF RISK**

I am aware that the activities may involve maneuvering a boat or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong wind and high waves, sudden and unexpected immersion in deep waters and collision with other watercraft or stationary objects such as docks pilings and buoys. With knowledge of the dangers involved, I voluntarily ask that my child be allowed to take part in the activities.

I ACCEPT ANY AND ALL RISKS TO ME AND MY CHILD OF INJURY, DEATH AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF THE NORTH EAST RIVER YACHT CLUB, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES.

**INDEMNITY AGREEMENT**

I agree to indemnify and hold the releasees harmless from any loss, liability, damage or cost, including reasonable attorney's fees, they may incur due to my child's participation in the activities whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts, of any of the releases.

Parent/ Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_ #

**PUBLICATION WAIVER**

As the Parent/Guardian I understand that program participant(s)'s image or likeness may appear in photograph(s)/video(s) taken during participation. I grant permission for the use of such images or likeness in any and all club publications, promotional materials, website and any and all other media, whether now known or hereafter existing and for any other use. I make no monetary or any other claim related thereto.

Parent/ Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_ #