



## **JUNIOR SAILING SPRING AND FALL ACTIVITIES**

### **INTERSCHOLASTIC PROGRAMS**

#### **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.

#### **LIABILITY, RISK AND INDEMNITY**

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 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 releasees.

### **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 of any of the releasees.



- I understand that I have no factual or legal basis to bring any action against NERYC, its board of governors, officers, general manager, employees, volunteers of NERYC, fellow members and non-members who may have been present or involved in any way.

I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases: and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the North East River Yacht Club, 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.

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

The North East River Yacht Club ("NERYC") has put in place certain preventative measures to reduce the spread of COVID-19; however, NERYC cannot guarantee that you or your child(ren) will not become infected with COVID-19.

NERYC is requiring the execution of this Release, Waiver, and Covenant as an absolute condition precedent to your participation in Junior Sailing.

Participating in Junior Sailing and related activities could increase your risk and your child(ren)'s risk of contracting COVID-19. For purposes of this release, waiver, and covenant, you must assume that whatever being done to protect you will not be sufficient. By electronically signing you are agree that you are willing to assume the risk, release all claims, and promise not to sue.

### **ASSUMPTION OF RISK / RELEASE OF LIABILITY / WAIVER OF CLAIMS / COVENANT NOT TO SUE**

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 to the following:

- I voluntarily agree that while adhering to recommended guidelines and procedures may reduce the risk, the risk of serious illness, injury, permanent disability and death does exist. Participation includes possible exposure to from infectious diseases including but not limited to COVID-19, which may result in illness, injury, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, negligence, gross negligence, willfulness or intentional acts of myself and others, including, but not limited to, NERYC employees, volunteers, and program participants and their families.



- I knowingly and voluntarily agree to assume all such risks, both known and unknown, even if arising from negligence of the releasees or others, and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren) and my participation ("Claims").

- On my behalf, and on behalf of my children, hereby release, covenant not to sue, discharge, and hold harmless NERYC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, negligence, gross negligence, willfulness, and intentional acts of NERYC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any NERYC program.

- Hereby certify that my child(ren) and I are covered by health insurance.

- I understand that I have no factual or legal basis to bring any action against NERYC, its board of governors, officers, general manager, employees, volunteers of NERYC, fellow members and non-members who may have been present or involved in any way.

I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases: and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the North East River Yacht Club, 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.

\_\_\_\_\_ **Full Name of Participant**

**Name of Parent/Guardian:** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_



**JUNIOR SAILING SPRING AND FALL ACTIVITIES – INTERSCHOLASTIC PROGRAMS**  
**SAILOR HEALTH INFORMATION**

**SAILOR NAME:** \_\_\_\_\_

**PARENT/GUARDIAN**

**Name:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**EMERGENCY CONTACT**

**Name:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**HEALTH ISSUES**

Are there any physical, behavioral, psychological issues of which we should be aware? **YES / NO**

**Explain:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Does the sailor have any allergies? YES / NO**

**List:** \_\_\_\_\_

\_\_\_\_\_

**IMMUNIZATION:**

**Has the sailor ever had Covid-19? YES / NO**

**Has the sailor been vaccinated for COVID-1? YES / NO**

**Date of last vaccination:** \_\_\_\_\_

**Does the sailor have any immunization exemptions because of parental or guardian objection?**

**YES / NO**

**List:** \_\_\_\_\_

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

**Date:** / /