



Boothbay Harbor Yacht Club Sailing School

SAILING SCHOOL PARTICIPANT WAIVER, RELEASE, INDEMNIFICATION OF ALL CLAIMS, AND COVENANT NOT TO SUE:

As lawful consideration for _____ (hereinafter the "Participant") being permitted by Boothbay Harbor Yacht Club (the "Organization") to participate in an Organization sanctioned, licensed, or approved activity or event ("Activity or Activities"), I, the undersigned Participant, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. RULES AND REGULATIONS: I hereby agree to abide by all rules, regulations, and policies of the Organization, including any and all COVID-19 related safety measures required by the Organization.

B. PERMISSION: I hereby agree to participate in Activities for, on behalf of, involving, relating to, or in connection with the Organization. I certify that I have no health related conditions that preclude me from participation in said Activities.

C. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge and agree that any use of the Organization's facilities, services, equipment, and premises and any participation in any and all Activities associated with the Organization comes with inherent risks including but not limited to the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases such as COVID-19), trauma, pain & suffering, drowning, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

D. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Activities, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I may incur as a result of my participation in any Activities. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any Activity or event.

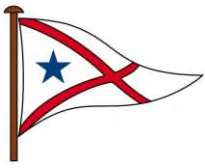
E. RELEASE AND INDEMNITY AND COVENANT NOT TO SUE: I do hereby knowingly and voluntarily, absolutely and unconditionally, release and forever discharge, **and covenant not to sue** the Boothbay Harbor Yacht Club, its licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers, directors, employees, volunteers, and contractors of them (the "Released Parties" or "Event Organizers") from any and all liabilities, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in any event or Activity sponsored or in any way related to the Organization, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties or Event Organizers, whether on the Organization's premises or elsewhere, including transportation to and from Activities, events, and venues. Further, I agree to indemnify, defend, and hold harmless the Released Parties and Event Organizers against and from any and all Liability imposed on, incurred by, or asserted against any Released Party or Event Organizer resulting from, arising out of, in connection with, or relating to any injury, damage, or Risk as identified in this Agreement.

F. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, WAIVER FROM LIABILITY, AND INDEMNIFICATION.

By signing below, I hereby accept and agree to the terms and conditions of this Agreement in connection with my participation in any Event.

Participant Signature: _____ **Date:** _____



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MEDICAL FORM

Participant Name: _____

Date of Birth: _____ Height: _____ Weight: _____

Date of last tetanus shot: _____

PLEASE ANSWER THE FOLLOWING QUESTIONS AS COMPLETELY AS POSSIBLE:

Please check those that apply (Provide necessary details below)

CHRONIC AILMENTS:		ALLERGIES:	
Asthma or other respiratory problems	<input type="checkbox"/>	Medications	<input type="checkbox"/>
Diabetes or hypoglycemia	<input type="checkbox"/>	Bee stings/insect bites	<input type="checkbox"/>
Hemophilia or other bleeding problems	<input type="checkbox"/>	Foods	<input type="checkbox"/>
Circulatory or heart problems	<input type="checkbox"/>	Other allergies, if significant	<input type="checkbox"/>
Epilepsy	<input type="checkbox"/>		<input type="checkbox"/>

Current Medications: _____

Details: _____

Health Insurance Carrier: _____ Policy # and Group Name: _____

Primary Care Provider: _____ Phone #: _____

EMERGENCY CONTACT INFORMATION **Required******

1st Emergency Contact Name: _____ Relationship: _____ Phone: _____

2nd Emergency Contact Name: _____ Relationship: _____ Phone: _____

EMERGENCY TREATMENT AUTHORIZATION:

I, _____, authorize the staff of the Boothbay Harbor Yacht Club to obtain emergency medical treatment on my behalf if in their opinion it is needed and none of the above named can be contacted at the time of the emergency.

RELEASES:

I authorize the release and use of Program-related photographs of me.

Participant Signature: _____ **Date:** _____