

Ohio High School Sailing @ MHYC 2016

WAIVER AND RELEASE

Please Print and Turn in at Registration. One per Sailor.

Sailor: _____ School: _____

DOB: _____ Skipper _____ Crew _____

Mentor Harbor Yachting Club grants conditional use of Club water access and vessel use to registrants of the Ohio High School Sailing Regatta on September 18, 2016.

The undersigned and Sailor agree to:

- 1) Be bound by Mentor Harbor Yachting Club rules.
- 2) Waive any and all liability and release of any claim, including those for negligence, the undersigned may now have or may hereafter acquire against Mentor Harbor Yachting Club and its directors, officers, employees, agents, members and associate volunteer personnel arising out of or relating to my use of the Mentor Harbor Yachting Club facilities and vessels.
- 3) Assume full responsibility for the risks of participation in boating and damage to property or persons.
- 4) Be fully responsible for any injury to person or property, including but not limited to motor vehicles and/or vessels, the undersigned or Sailor causes on Club Property. Neither the Club nor its personnel shall be liable for any injury to person or property resulting from the use of Mentor Harbor Yachting Club facilities by the undersigned or Sailor while on Club grounds or nearby waters.

In addition, the undersigned agrees that Mentor Harbor Yachting Club, and all of its respective members, officers, directors, employees, agents, volunteers, as well as all persons acting in a volunteer capacity regarding the conduct of the Events ("Released Party" or collectively "the Released Parties"), shall not be responsible or liable for the personal injury, death, and/or property loss or damage suffered by the Sailor or any third party arising out of or related to the Sailor's participation in the Events whether or not any such liability is caused in whole or part by the negligence of a Released Party. By consenting to the participation of the Sailor in the Events, the undersigned, himself/herself and on behalf of the Sailor and their respective heirs, successors, and assigns, hereby waives all claims against the Released Parties for, and releases the Released Parties from, any and all liability, including personal injury, death and property damage claims arising out of the Sailor's participation in the Events, whether or not any such liability is caused in whole or part by the negligence of a Released Party, to the fullest extent permitted by law.

However, the undersigned Parent and Sailor do retain any and all rights against any other party for damages of any nature resulting from any intentional acts and/or wrongful acts not directly related to the Sailor's participation in the daily activities of the Events, including all times before the start and after the activities of the Events for that day. Parties hereto understand that in accordance with Rule 82 of the Racing Rules of Sailing and the Bylaws of US Sailing, no indemnity clauses shall be required by any party.

The undersigned gives permission for **photographs and videos** of the Sailor to be used at the sole discretion of MHYC, the Released Parties and the Organizing Authority, at which the photo was taken.

If any provision of this agreement is unenforceable, such determination of unenforceability shall not affect the enforceability of the remaining provisions of this agreement. This agreement shall be construed and enforced under the laws of the State of Ohio.

Signed (Sailor): _____ Date: _____

Signed (Parent/Guardian): _____ Date: _____

Parent/Guardian Name Printed _____

Mailing Address: _____

Emergency Medical Authorization Form

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Sailor Name: _____ Team/School: _____

Adult responsible at event: _____ Cell#: _____

This form enables parents/guardians to authorize emergency treatment for children who become ill or injured while participating in the USA Junior Olympics Sailing Festival at MHYC.

PLEASE COMPLETE EITHER PART I or PART II of this form.

Date of Birth _____ Age _____ Male ___ Female ___

Home Address _____

In the event of an emergency involving a participant all reasonable attempts will be made to contact the parents or guardians listed below. Emergency medical personnel will be notified for transfer to the nearest hospital if necessary.

(Parent or Guardian Name) (Relationship) (Cell Phone)

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MEDICAL INFORMATION

Child's Physician _____ Phone _____

Allergies _____

Current Medications _____

Ongoing Medical Conditions or Physical Impairments _____

_____ Date of last Tetanus shot _____

MEDICAL INSURANCE INFORMATION (optional – this may assist staff in the event that your child is taken to the hospital for treatment)

Insurance Carrier _____ Insurance Phone: _____

Group Policy # _____ Plan # _____

PART I - CONSENT

I do hereby give my consent for emergency medical treatment of my child in the event of accident, illness, or injury.

(Parent or Guardian Name) (Date)

PART II - REFUSAL TO CONSENT (Do not complete if you completed Part I)

I do not give my consent for medical treatment of my child. In the event of illness or injury requiring emergency treatment, I wish the instructor to take no action or to:

(Parent or Guardian Name) (Date)