

Traverse City Area High School Sailing
TRAVERSE CITY, MICHIGAN
PARTICIPANT / PARENT LIABILITY WAIVER AND ACKNOWLEDGMENT OF RISK

TRAVERSE AREA COMMUNITY SAILING

NON-REGATTA WAIVER AND RELEASE OF LIABILITY

For and in consideration of TRAVERSE AREA COMMUNITY SAILING (the "Organization") allowing me, the undersigned, to participate in any capacity in an Organization sanctioned, licensed, or approved event or activity ("Event" or "Events"); I, for myself, 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 the rules, regulations, and policies of the Organization, including any and all COVID-19 related safety measures required by the Organization. I agree to immediately report to TRAVERSE AREA COMMUNITY SAILING if I test positive for COVID-19, for tracing purposes.
- B. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing, and that participation in any Organization involves risks and dangers including, without limitation, 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, 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 man-made 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 underlined, not readily foreseeable and presently unknown risks and dangers ("Risks").
- C. **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 in-actions, the actions or in-actions of others participating in the Events, 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 incur as a result of my participation in any Events. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any Event.
- D. **RELEASE AND INDEMNITY:** In consideration of my participation in any Event, I hereby release from liability and waive any claims against the owner or organizer of the Event, 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"), with respect to any liability, 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 the Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. 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 my breach of this Agreement.
- E. **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 enforce-ability of any remaining provisions.
- F. **PARENT/GUARDIAN RELEASE, AUTHORIZATION AND INDEMNIFICATION OF RELEASEES:** If applicable, as Parent or duly authorized Guardian for the minor(s) named below, I verify that I have authority to enter into this Agreement on behalf of my minor child(ren) or ward(s). I have read, understand and agree that my minor child(ren) and anyone acting on their behalf, including me, are bound by the terms of this Acknowledgement of Risks and Liability Release Agreement (hereafter "Agreement"). Furthermore, if any claim or action including any claim alleging **NEGLIGENCE** is brought by my minor child(ren) or ward(s), or anyone claiming to act on their behalf, against any **RELEASEES, I AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES** for any and all expenses incurred by **RELEASEES** in defending and/or satisfying any judgment for such claim, **INCLUDING LEGAL FEES**. If I am not the parent or guardian of the minor child(ren) or ward(s), I nevertheless agree to release, defend, indemnify and hold harmless the **RELEASEES**. I also agree that if I have signed this Agreement on behalf of any other adult who refuses to accept or carry out the terms of this Agreement by bringing a claim or action against the **RELEASEES**, including any claim alleging **NEGLIGENCE**, I will personally **DEFEND, INDEMNIFY AND HOLD HARMLESS RELEASEES** for any and all expenses incurred by the **RELEASEES** in defending and/or satisfying any judgment from such claim, including legal fees.

BY MY SIGNATURE BELOW, I CERTIFY THAT:

1. I AM AN ADULT PARTICIPANT, AT LEAST 18 YEARS OF AGE; OR
2. I AM THE PARENT, LEGAL GUARDIAN OR OTHERWISE LEGALLY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE MINOR(S), AND I AGREE TO BE BOUND BY THIS LIABILITY RELEASE AGREEMENT ON THEIR BEHALF; OR
3. IF SIGNING ON BEHALF OF ANOTHER ADULT, THAT ADULT HAS READ, UNDERSTANDS, EXPRESSLY CONSENTS TO BEING BOUND BY THIS LIABILITY RELEASE AGREEMENT, AND HAS GIVEN ME EXPRESS PERMISSION TO SIGN ON THAT ADULT'S BEHALF.

WARNING: IF THIS LIABILITY RELEASE IS NOT SIGNED BY THE REAL INTENDED PURCHASER, THE SIGNER THEREBY AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES FOR ANY CLAIM OR LAWSUIT INITIATED BY THE INTENDED PURCHASER AGAINST THE RELEASEES.

MINOR RELEASE

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF SAILING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY.

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM

ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

SCHOOL: _____ COACH: _____

SAILOR EMAIL ADDRESS:

SAILOR NAME / SIGNATURE

DATE

If under the age of 18,
PARENT / GUARDIAN NAME / SIGNATURE

DATE