

Chicago Yacht Club
Waiver & Code of Conduct 2023
WAIVER AND RELEASE OF LIABILITY

For and in consideration of The Chicago Yacht Club (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.
- 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), 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 undefined, 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 parties⁹ 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.

Code of Conduct & Disciplinary Agreement, Photo Release, & Cancellation Policy

CODE OF CONDUCT & DISCIPLINARY AGREEMENT: Chicago Yacht Club (CYC) strives to be among the premier Junior Sailing Programs in the United States. In order to achieve this goal, all program participants (junior sailors, coaches/instructors, program managers, parents and other adults) must understand and work to implement the Junior Fleet Mission Statement. As a nationally recognized leader in the sport of sailing, the CYC always expects all program participants to conduct themselves appropriately and to follow the following Code of Conduct:

1. Respect For Others – I will respect the rights, dignity and self-worth of every individual. I will act honorably and will not lie, cheat or steal (or borrow without permission). I will encourage my fellow junior sailors to display the same qualities, and I will report those who do not respond appropriately to my encouragement to my coach/instructor.

2. Professional Conduct – I will work proactively to achieve my full potential. I will trust that my coaches/instructors have my best long-term interest at heart, and I will willingly comply with their direction.

3. Personal Conduct – I will conduct myself professionally and accept responsibility for my actions. I will display high standards in my language, manner, punctuality, preparation and presentation. I will display self-control, courtesy, respect, honesty, dignity and professionalism. I will refrain from criticizing others – This includes my interactions with opponents, coaches, officials, administrators, parents and spectators.

4. Good Sportsmanship/Corinthian Spirit – I will continually strive to demonstrate good sportsmanship, both on and off the water. I will place winning in the context of good sportsmanship and fair play. (Remember Paul Elvstrom's quote: "You haven't won the race, if in winning the race you have lost the respect of your competitors.")

5. Possession and/or Use of Any Illegal Substance Including, But Not Limited to: Drugs And Alcohol – Every program participant must understand that the ability to operate without mental or physical impairment underpins the safety and surety of our program, both on and off the water. I will refrain from smoking, drinking and/or illegal drug use.

6. Safety – Safety underpins everything we do. As such, it must be viewed as a philosophy, and NOT simply items on a checklist. Sailing and racing are inherently risky activities, and all coaches/instructors will actively manage risk when working with our youngest sailors and will help our older sailors understand appropriate risk management strategies to ensure that the training and/or competitive environment is safe. As a junior sailing program participant, I will ensure that my equipment is ready to

support all planned activities. I will immediately inform my coach/instructor if I feel that I am not ready to participate fully in the planned activity (i.e., understand the task, am physically healthy enough, rested and skilled to ensure its successful outcome). I will look out for my fellow junior sailors.

PHOTO RELEASE: I hereby grant permission to the rights of my image, likeness and sound of my voice recorded on audio or video without payment or any other consideration to the Chicago Yacht Club and CYC Sailing Foundation. I understand that my image may be edited, copied, exhibited, published, or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive the right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse settings within an unrestricted geographic area. By signing this release, I understand this permission signifies photographic or video recordings of me may be electronically displayed via the Internet or in a public setting. There is no time limit for the validity of this release nor is there any geographic limitation on where these materials may be distributed. This release applies to photographic, audio or video recordings including digital images collected as part of the Chicago Yacht Club and CYC Sailing Foundation promotional efforts.

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 (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any Event.

Signature of the Participant _____ **Date** _____

Signature Parent/Legal Guardian _____ **Date** _____

If applicable:

I acknowledge that I have read and understood the content of this document. I acknowledge that I electronically sign this document by clicking on the Sign button. I give my consent to the use of electronic communications and records related to this document.