

UYC Maritime Foundation, Inc. and University Yacht Club

Junior Boating Program/Junior Sailing Week

THIS AGREEMENT CONTAINS A RELEASE AND WAIVER – READ FIRST

RELEASE, WAIVER AND RETENTION OF RIGHTS AGREEMENT

IN CONSIDERATION OF the acceptance of my entry and of the substantial volunteer efforts of the directors, members, employees, representatives and associated volunteers for **UYC Jr. Boating Program, including the UYC Junior Sailing Week**, THE UNDERSIGNED HEREBY :

1. WAIVES AND RELEASES ANY AND ALL COMPLAINTS, CLAIMS, LIABILITIES, OBLIGATIONS, PROMISES, AGREEMENTS, CONTROVERSIES, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION OR SUITS OF ANY KIND OR NATURE WHATSOEVER, WHETHER THEY SOUND IN EQUITY, LAW, TORT OR CONTRACT, WHETHER KNOWN OR UNKNOWN, ACCRUED OR UNACCRUED, INCLUDING THOSE OF NEGLIGENCE OR EQUIVALENT CONDUCT WHICH I MAY HAVE AGAINST THE UYCMF, ITS DIRECTORS, MEMBERS, EMPLOYEES, REPRESENTATIVES, ASSOCIATED VOLUNTEERS; AND THE UNITED STATES SAILING ASSOCIATION, UYC MARITIME FOUNDATION, INC. AND THE UNIVERSITY YACHT CLUB, INC. (COLLECTIVELY, THE "HOSTS") RESULTING FROM MY PARTICIPATING IN THE SAILING PROGRAM ("EVENT") AND ALL ACTIONS RELATED THERETO, WHICH THE UNDERSIGNED, EVER HAD, NOW HAVE, MAY HAVE, OR MAY CLAIM TO HAVE AGAINST THE HOSTS.
2. I grant UYC permission to interview me and/or to use my likeness in photograph(s)/video(s) in any and all of its publications and in any and all other media, whether now known or hereafter existing and for any other use. I make no monetary or any other claim related thereto.
3. I acknowledge my responsibilities in participating in this Event, for my decisions to start or continue to sail in the Event and to make certain that my boat, equipment and crew are seaworthy for the conditions which may be encountered during my participation.
4. If any provision of this agreement is not enforceable, such determination shall not affect the enforceability of the remaining provisions. This agreement shall be construed and enforced under the laws of the State of Georgia.

On behalf of my child, as participant, and his/her parents, heirs, representatives, and executors:

Participant: _____

PARENT/GUARDIAN: _____

DATED: _____

I have also read the **GENERAL AND SPECIAL RELEASE OF LIABILITY** - _____

Initial

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Junior Boating Program/Junior Sailing Week

MEDICAL AND EMERGENCY INFORMATION

NAME: _____ (M) _____(F)

ADDRESS: _____

TELEPHONE (Primary) _____

(Secondary) _____

DATE OF BIRTH: _____ AGE: _____

THE PARTICIPANT AND HIS OR HER PARENTS MUST ANSWER THE FOLLOWING QUESTIONS AS ACCURATELY AND COMPLETELY AS POSSIBLE:

Please check those that apply: (Provide necessary details below)

CHRONIC AILMENTS:		ALLERGIES:	
ASTHMA, OR OTHER RESPIRATORY PROBLEMS		MEDICATION	
DIABETES OR HYPOGLYCEMIA		BEE STINGS/INSECT BITES	
HEMOPHILIA, OR OTHER BLEEDING PROBLEMS		FOODS	
CIRCULATORY OR HEART PROBLEMS		OTHERS, IF SIGNIFICANT	
EPILEPSY			

DATE OF LAST TETANUS SHOT: _____ BLOOD TYPE: _____

CURRENT MEDICATIONS, IF ANY: _____

DETAILS (Please print clearly): _____

PLEASE MAKE SURE YOU HAVE FILLED IN ALL THE NECESSARY INFORMATION

UYC Maritime Foundation, Inc. and University Yacht Club

Junior Boating Program/Junior Sailing Week

MEDICAL CONSENT FORM

Please complete all information.

NAME OF PARTICIPANT (Printed): _____

NAME OF PARENT OR GUARDIAN (Printed): _____

In the event of accident or injury to the Participant, while participating in an event under the auspices of UYC Jr. Boating Program/Jr. Sailing Week where I am unable to consent or am not present:

1. I hereby voluntarily consent to the furnishing to the Participant such medical care and treatment by any hospital or physician(s) as the hospital or physician(s) deemed necessary or advisable.
2. I authorize any agent of the Jr. Boating Program/Jr. Sailing Week to consent to such medical care or treatment on our behalf, in their sole discretion.
3. I agree to pay the reasonable cost of such medical care or treatment and to indemnify and hold free and harmless of all liability for such cost to the Sailing Program, and its agents.
4. I authorize the administration of medication to the Participant, as provided by the undersigned. The instruction for administration of the medication shall be specified on the second page of this medical consent form.

The above 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 treating professionals deem advisable. Reasonable efforts shall be made to contact me before rendering treatment to the Participant, but any of the above treatment will not be withheld if I cannot be reached.

SIGNATURE OF PARENT/GUARDIAN: _____ DATE: _____

IN CASE OF EMERGENCY CALL:

NAME	RELATIONSHIP	PHONE NUMBER

PHYSICIAN WHO CONDUCTED YOUR MOST RECENT PHYSICAL EXAMINATION:

NAME	PHONE NUMBER	DATE OF LAST EXAM

HEALTH INSURANCE CARRIER	INSURANCE ID NUMBER

GENERAL AND SPECIAL RELEASE OF LIABILITY READ CAREFULLY

THIS AFFECTS YOUR LEGAL RIGHTS AND RESPONSIBILITIES

In exchange for permission to participate in the Junior Sailing program and to use designated boats owned by University Yacht Club Maritime Foundation, Inc. at 6649 Yacht Club Road, Flowery Branch, Georgia, and to use the property of the UYCMF and the University Yacht Club, I agree for myself and any minor listed below as the Named Sailor, to the following:

1. **GENERAL ASSUMPTION OF RISKS AND RELEASE.** I recognize that there are inherent risks associated with boating, and I assume full responsibility for personal injury to myself and any participating family members, including the Named Sailor. In addition, I waive, release and discharge the University Yacht Club Maritime Foundation, the University Yacht Club and their members, directors, officers, representatives, agents, volunteers and employees, and the United States Sailing Association (collectively the "Releasees") from any claims, judgments, injury, loss, cost or damage of any kind or nature whatsoever, accrued or unaccrued, arising out of my or my family or guests' use of or presence upon the facilities of University Yacht Club Maritime Foundation and University Yacht Club and the surrounding waters, whether caused by the fault of myself, my family, the Releasees or others.

2. **COVID 19 ASSUMPTION OF RISKS, HOLD HARMLESS AND RELEASE.** The novel coronavirus severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and the associated disease known as COVID 19 along with other associated syndromes (collectively described as "COVID 19"), has been declared a worldwide pandemic by the World Health Organization. COVID 19 is extremely contagious and is believed to spread mainly from person-to-person and contaminated surface contacts. As a result, governments and public health agencies recommend social distancing, sanitizing, masks, gloves and other safety measures and have, in many locations, restricted or prohibited the congregation of people. The Releasees have established limited measures to reduce the spread of COVID 19; however, the Releasees cannot guarantee that I, the Named Sailor, any minor children for whom I am responsible or any family member, will not become infected with COVID 19. Further, engaging in any permitted activity could increase the risk of contracting COVID 19 or its spread to others. By signing this agreement, I acknowledge the contagious nature of COVID 19 and voluntarily assume the risk that I and any minor child for whom I am responsible and others either may come in contact with may be exposed to or infected by COVID 19 by visiting and participating in permitted activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID 19 may result from the actions, omissions, or negligence of others, including, but not limited to the Releasees. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to me or minor child for whom I am responsible including, but not limited to, personal injury, disability, and death, illness, damages, loss, claim, liability, or expense of any kind that I or any minor child for whom I am responsible or family member, may experience or incur in connection with participation in permitted activities ("Claims"). On my behalf, and on the behalf of any minor child for whom I am responsible, I hereby release, covenant not to sue, discharge, and hold harmless the Releasees 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, or negligence of the Releasees, whether a COVID 19 infection occurs before, during, or after participation.

3. AGREEMENT TO FOLLOW DIRECTIONS. I agree to follow any oral instructions or directions given by the Releasees. I recognize that University Yacht Club Maritime Foundation has the right to withdraw permission for further use of any boats or facilities at any time and at its sole discretion.

4. CONSENT OF PARENT OR GUARDIAN. As the parent or guardian of the Named Sailor, I consent to his or her participation in the Junior Sailing activities, and agree on behalf of the Named Sailor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of Named Sailor. I further grant the Releasees permission to interview me or the Named Sailor and/or to use our likenesses in photographs or videos in any and all of its publications and in any and all other media and make no monetary or other claim related thereto.

5. MEDICAL AUTHORIZATION. In the event of an injury to the Named Sailor during the above described activities, I give my permission to University Maritime Foundation and University Yacht Club or to the members, directors, employees, representatives or agents of University Yacht Club Maritime Foundation and University Yacht Club to arrange for all necessary medical treatment during or associated with the above activities for which I shall be financially responsible. University Yacht Club Maritime Foundation and University Yacht Club shall have the following powers: a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital; c. The power to make appropriate decisions regarding clothing, and shelter.

6. NO LIFEGUARD. Neither the University Yacht Club nor the University Yacht Club Maritime Foundation provides a lifeguard or other assistance or supervision of livery use.

7. GENERAL TERMS.

A. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Georgia law.

B. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

C. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

D. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of

such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

E. ARBITRATION. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. b. The power to authorize medical treatment or medical procedures in an emergency situation; and F. EMERGENCY CONTACT.

UYC Maritime Foundation, Inc. and University Yacht Club
Junior Sailing Weeks

June 11th - 16th 2023 and/or June 18th - 23th 2023

Sunday 3:30pm to 6:00pm (Subject to Change)

- Meet your fellow Junior Sailors and your Coaches
- Swim test (bring a bathing suit, **life jacket** and towel!)
- Rig a boat
- Blessing of the Fleet
- Made-for-Juniors Welcome Banquet Dinner (Families invited!)

Daily Schedule (Monday – Thursday)

- 9:00am Arrival
- Morning: Class and On the Water
- Noonish: Lunch (Bring your Own!)
- Afternoon: Class and On the Water
- 4:00pm Pick up

Friday Schedule

- 9:00am Arrival
- Morning: Class and on the Water
- 11:00 Put Boats Away
- 12:00 Awards (and Lunch – Subject to Change) Families invited!
- Bring your Cameras
- 2:00pm Departure

***All activities are subject to change due to the wind and weather!**