Santa Barbara Youth Sailing Foundation 2016 Sailing Program

Covers 2016 Calendar Year

Voluntary Release and Indemnity

1. Voluntary Participation. I, _____(sailor), acknowledge that I have voluntarily applied to participate in sailing instruction and related activities offered by the **SANTA BARBARA YOUTH SAILING FOUNDATION** (the "Foundation"). Some of the activities may take place at the facilities of the Santa Barbara Yacht Club (the "Yacht Club").
2. Assumption of Risk. I UNDERSTAND THAT SAILING IS A HAZARDOUS ACTIVITY AND THAT THERE IS INHERENT DANGER TO ME, MY BOAT AND MY EQUIPMENT INVOLVED IN THAT ACTIVITY. I AM FAMILIAR WITH THE AREA WHERE THE SAILING, INSTRUCTION AND OTHER ACTIVITIES WILL BE CONDUCTED. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DAMAGES, INJURY OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE:
   Sailor Initials: Parents' Initials:
3. Release. Discharge and Covenant Not to Sue. As consideration for being permitted by Foundation to participate in its activities and to use the facilities of the Foundation and the Yacht Club I, on behalf of myself and my heirs, executors, administrators and assigns, hereby release Foundation, Yacht Club, their respective affiliates, employees and agents, and any owner or provider of facilities at which or with which such instruction is conducted (all referred to as "releases") from any and all actions, claims, demands and liability now or at any time hereafter arising out of my participation in sailing, instruction or other activities or my presence at the facilities of the Foundation or the Yacht Club. I hereby agree that I, my heirs, executors, administrators and assigns, will not make a claim against, sue or attach the property of any of the releases for any injury, death, damages or property damage (including any injury to my boat) resulting from or arising out of any acts or omissions of releases, including without limitation any negligence, of releases, or act of any acts or omissions of other participants in the activity.
4. Indemnity Agreement. I further agree that I will defend, indemnify and hold harmless the Foundation, the Yacht Club, and their respective affiliates, employees and agents, against all actions, claims, demands and liabilities (including court costs and attorneys* fees) related to any injury, death, damages or property damage resulting from or arising out of my participation in sailing, training or other activities or my presence at the facilities of the Foundation or the Yacht Club.
5. We, _____ and _____, are the parents or legal guardian(s) of _____. We confirm that we have read the foregoing Voluntary Release and Indemnity and understand its contents. We confirm that we have the legal right and power to agree to the provisions of the Voluntary Waiver and Release on behalf of our child. We understand that it is a release of all claims. We assume all risks related to our child's participation in the sailing, instruction,

and other activities. We expressly agree that the terms and conditions of the Voluntary Release and Indemnity shall apply to and be binding upon us and our minor child in all respects insofar as it pertains to his or her participation and to any injury, death, damages or property damage our child or his or her boat may sustain or cause as a result of such participation. We hereby authorize the Foundation and its employees and agents to initiate emergency first aid treatment for our child in the event of an accident. We also hereby authorize any and all necessary emergency medical treatment by professional medical personnel in such event. We warrant that we have health and accident insurance covering our child.

WE HAVE CAREFULLY READ THIS VOLUNTARY RELEASE OF LIABILITY AND THE SBYSF SAFETY POLICY. WE FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS. I ASSUME ALL RISKS RELATED TO MY PARTICIPATION IN THE TRAINING.

Sailor Print : _____ Sign: _____ Date: _____

Parent /Guardian Print : _____ Sign: _____ Date: _____

Parent /Guardian Print : _____ Sign: _____ Date: _____

PHOTO RELEASE

I hereby grant Santa Barbara Youth Sailing Foundation, and those acting with their authority, permission and the absolute right to re-use, publish and re-publish photographic portraits or pictures of me or in which I may be included, in whole or in part, without restriction as to changes or alterations from time to time in conjunction with my name, or reproductions thereof, in color or otherwise, made through any medium, for illustration promotion, art, advertising, trade, or any other purpose whatsoever. I also consent to use of printed matter in conjunction therewith.

Parent /Guardian Print: _____ Sign: _____ Date: _____

SBYSF 2016 Sailing Program

Medical Information

Child's Name: _____
Parent Name: _____
Doctor: _____ Phone: _____ Date of last exam: _____
Health Insurance Carrier: _____ ID Number: _____

Please assist the Santa Barbara Youth Sailing Foundation to better serve your child by filling out a brief medical history.

Has your child ever had:
Diabetes:
Seizures:
Asthma:
Is your child allergic to:
Bees/insect: Food: Medication:
__Yes __ No __Yes __ No __Yes __ No
__Yes __ No __Yes __ No __Yes __ No
Other (please list and explain):
_____
_____
_____
_____

If there is anything else we should know, please explain here:
_____
_____
_____
_____
_____
_____

If my child suffers serious injury or illness, I authorize and consent for first aid or necessary medical procedures to be rendered by license or certified persons. If neither my alternate nor I can be reached by phone, please call the doctor listed and/or transport my child to any available medical facility. I am aware that in most situations the physical/medical facility will not treat a minor child without parent permission. I understand the Santa Barbara Youth Sailing Foundation assumes no financial responsibility for transportation or medical care.

Parent /Guardian Print: _____ Sign: _____ Date: _____