



## GENERAL ASSUMPTION OF RISK & RELEASE OF LIABILITY

**This is a release of legal rights. Please read and understand all provisions before signing.**

The James Island Yacht Club (hereinafter referred to as the “Yacht Club”) is a private social club that offers sailing education to members and the general public. References included herein to the Yacht Club include the Yacht Club, its officers, Board of Directors, employees, volunteers, agents, and assigns.

I, \_\_\_\_\_ (Parent/Legal Guardian of Participant), freely choose to allow my minor child, \_\_\_\_\_ (Participant), to participate in the James Island Yacht Club Summer Sailing Program (hereinafter referred to as the “Program”). In consideration of my minor child’s participation in this Program, I agree as follows as the minor child’s parent or legal guardian:

**RISKS INVOLVED IN PROGRAM:** I understand that given the specific nature of sailing instruction and the current health risks related to COVID-19 that the certain dangers are endemic to the Yacht Club’s Program. The risks include, but are not limited to, illness from current and unknown contagions and injuries caused by terrain, facilities, temperature, weather, condition of participants, equipment, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers.

**HEALTH AND SAFETY:** I have been advised to consult with a medical doctor with regard to my minor child’s personal medical needs. I state that there are no health-related reasons or problems that preclude or restrict my minor child’s participation in this Program. I have obtained the required immunizations, if any.

I recognize that the Yacht Club is not obligated to attend to any of my minor child’s medical or medication needs, and I assume all risk and responsibility therefore. In case of a medical emergency occurring during my minor child’s participation in this Program, I authorize in advance the representative of the Yacht Club to secure whatever treatment is necessary, including the administration of an anesthetic and surgery. The Yacht Club may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my minor child’s health and safety. Such actions do not create a special relationship between the Yacht Club, me, or my minor child. I release the Yacht Club, its officers, Board of Directors, officials, employees, volunteers, members, agents, and assigns from all liability for any bodily injury, damage, or illness my minor child sustains as a result of any medical care that my minor child receives resulting from their participation in Program, as well as any medical treatment decision or recommendation made by an employee or agent of the Yacht Club. I agree to pay all expenses relating thereto and release the Yacht Club from any liability for any actions.

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY:** Knowing the risks described above, and in voluntary consideration of my minor child being permitted to participate in the Program, I agree to release, indemnify, and defend the Yacht Club and their officials, officers, Board of Directors, employees, agents, volunteers, and members from and against any claim which I, the participant, or any other person may have for any losses, damages or injuries arising out of or in connection with my participation in this Program.

**SIGNATURE:** I indicate that by my signature below that I have read the terms and conditions of my minor child's participation and agree to abide by them. I have carefully read this Release Form and acknowledge that I understand it. No representation, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This Release Form shall be governed by the laws of the State of South Carolina which shall be the forum for any lawsuits filed under or incident to this Release Form or to the Program. If any portion of this Release Form is held invalid, the rest of the document shall continue in full force and effect.

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Signature of Program Participant

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Date

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Signature of Parent or Legal Guardian (if Participant is a minor)

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Date