

ATLANTA YACHT CLUB

Juniors Program

PARENT OR LEGAL GUARDIAN'S CONSENT, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

The undersigned parents or legal guardians (hereafter referred to in the singular) of the following named child (my "child"):

request that the child be allowed to participate in the following Atlanta Yacht Club program (the "Program"):

JUNIOR WEEK

This Agreement will remain in effect until Atlanta Yacht Club (the "Yacht Club") receives written notice of the cancellation hereof.

In return for my child being permitted to take part in the Program and to use the facilities and property of the Yacht Club, each of the undersigned makes the following promises and warrants the truth of the following facts:

1. **PROGRAM PARTICIPATION:** I am familiar with the activities included in the Program, and understand that officers and volunteer members of the Yacht Club who will comprise the senior staff for the Program are available to discuss the Program and its activities if I should wish additional information. I also understand I am solely responsible for the arrival and departure of my child at the beginning and end of each scheduled day of the Program (or, if the Program involves staying overnight, at the beginning and end of the scheduled Program). I agree that the Yacht Club will have no responsibility for the supervision of my child at times other than during the scheduled Program. I will inform my child that he/she is expected to cooperate with, and follow the directions of, the Yacht Club's designated supervisors, staff, and instructors conducting the Program activities and to act in a manner consistent with the spirit of good sportsmanship and respect both for the rights of others and for the property of others.
2. **HEALTH:** My child is in good health, and I know of no reason why he/she would be incapable of participating in the Program activities. My child knows how to swim. I will immediately notify the Yacht Club's designated Program supervisor, if a change in my child's health or other condition would affect my child's ability to participate in the Program activities.
3. **WAIVER OF LIABILITY:** I waive and forever release any right I, my heirs, distributees, guardians, legal representatives, and assigns may have or acquire to make any claim against, sue, attach the property of, or prosecute the Yacht Club, or any of its members, directors, board of governors, officers, agents, employees, staff, instructors, and volunteer helpers (collectively, the "Released Persons") from all damages, liabilities, costs, and expenses (including, but not limited to, any monetary recovery, attorney's fees, and costs or expenses of litigation) resulting from, caused by, or attributable to, any or all of the following that occur or arise in connection with my or my child's participation in; any of the Program activities and/or use of the facilities and property of the Yacht Club: (i) death, (ii) personal injury, and (iii) property damage, regardless of whether the death, injury or damage involves me or my property or involves my child or my child's property, and also regardless of whether such death, injury or damage results from or involves the negligence of, or other action or inaction of any of the Released Persons, with the sole exception of any actions or inactions of the respective Released Persons constituting gross negligence or willful misconduct. **[Please initial to indicate you have read this paragraph. ____; ____]**

4. **ASSUMPTION OF RISK:** I am aware that the Program activities may involve maneuvering a boat, sailboard or other watercraft on deep waters in potentially hazardous conditions that may include, among other things, strong winds and high waves, sudden and unexpected immersion in deep waters and collision with other watercraft or stationary objects such as docks, pilings, and buoys. With knowledge of the dangers involved, I voluntarily ask that my child be allowed to take part in the Program activities. I ACCEPT ANY AND ALL RISKS TO MYSELF AND MY CHILD OF INJURY, DEATH, AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE PROGRAM ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF THE YACHT CLUB, WHETHER OR NOT CAUSED BY NEGLIGENCE OR OTHER ACTIONS OR INACTIONS OF ANY OF THE RELEASED PERSONS (AS DEFINED IN SECTION 3 ABOVE), WITH THE SOLE EXCEPTION OF ANY ACTIONS OR INACTIONS OF ANY OF THE RESPECTIVE RELEASED PERSONS CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. **[Please initial to indicate you have read this paragraph. ____; ____]**
5. **INDEMNITY AGREEMENT:** I shall indemnify, defend, and hold each and every of the Released Persons (as defined in Section 3 above) harmless from any loss, liability, damage, cost or expense (including, but not limited to, reasonable attorney' fees) caused by, due to, or arising from me or my child, my or my child's participation in the Program activities, or my or my child's use of the property and facilities of the Yacht Club, regardless whether or not such loss, liability, damage, cost or expense also partially results from the negligence or other action or inaction of any of the Released Persons(as defined in Section 3 above) with the sole exception of any actions or inactions of any of the respective Released Persons constituting gross negligence or willful misconduct. **[Please initial to indicate you have read this paragraph. ____; ____].**

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT BY ME TO INDEMNIFY EACH AND EVERY OF THE RELEASED PERSONS SET FORTH IN SECTION 3 ABOVE, AND I SIGN IT OF MY OWN FREE WILL.

DATE: _____

PARENT OR LEGAL GUARDIAN:

PARENT OR LEGAL GUARDIAN

[Signature]

[Signature]

[Print Name]

[Print Name]