

2016 Medical/Liability Waiver

*Please note: All participants must have a completed liability waiver on file to participate in any Sail Sand Point activity. If you are participating in Open Boating you must **also** sign the Open Boating Use Agreement. Completed waivers may be emailed to info@sailsandpoint.org.*

Participant Information:

Name		Date of Birth	/ /
Primary Phone	()	Secondary Phone	()
Street Address			
City/State/Zip			
Email			

Medical/Emergency Information:

Emergency Contact Name		Relationship	
Primary Phone	()	Secondary Phone	()
Emergency Contact Name		Relationship	
Primary Phone	()	Secondary Phone	()
Medical Conditions/ Concerns or Learning Disabilities		Medications	

Sail Sand Point keeps your information in the strictest of confidence and will never knowingly release it to a third party. We may use your information to contact you about SSP news and opportunities. If you receive communications from us and no longer wish to receive them, you may opt out at any time.

(continued on reverse)

Waiver of Liability

- 1) I recognize sailing, paddling, and other watersports can be hazardous activities that may result in serious injury or death. I accept the risks inherent in sailing, paddling, and watersport activities offered by Sail Sand Point.
- 2) I agree to **release, hold harmless and indemnify** Sail Sand Point, the City of Seattle, their advisory councils, officers, members, agents, employees, and insurers for any claims brought by the minor for any injury or damage resulting from any cause, including negligence, which arise out of participation in these programs. This release is binding as to any other persons, including family members, heirs, and executors. This release does not apply to gross negligence or intentional acts.
- 3) In consideration of the agreement of Sail Sand Point, to offer use of a boat to me, I agree to release, indemnify and hold harmless Sail Sand Point, the City of Seattle, their advisory council, officers, members, agents, employees and insurers in the event of any accident, damage or injury resulting from my use of said boat. I further agree that I am solely responsible for any expenses incurred due to damage, loss of property or personal injury suffered by Sail Sand Point, members of my party or any third parties, resulting from my use of this boat.
- 4) I authorize the program organizers or their employees to sanction emergency treatment.
- 5) I permit Sail Sand Point to use photos and quotes of the participant in their publications.
- 6) Parents, custodians, legal guardians, and all other agents and assigns of any minor child or adult, whether a student, registrant, participant, or spectator, at or near Sail Sand Point property, regardless of whether utilizing any SSP equipment, at any time either before, after, or during any lesson, class, or other event, regardless of whether Sail Sand Point is officially open or closed for business, hereby waive the right to take any legal action against Sail Sand Point, and agree and affirm to hold harmless Sail Sand Point from any legal or equitable cause of action, for any reason. By signing below, the person signing this waiver agrees and affirms that he or she is giving up substantial legal rights. He or she further agrees that, notwithstanding this agreement, Sail Sand Point reserves the right to mandatory mediation and/or arbitration, in any appropriate jurisdiction, as to any and all potential legal actions against it, both now or at any point and in the future.

My signature below means I have read, understood, and agree to the conditions and responsibilities as outlined in this Agreement.

Participant's name (print): _____

Signature: _____ Date: _____

(parent/legal guardian if under 18)

Open Boating Use Agreement

I am aware of and familiar with the risks and dangers involved in boating, I am familiar with the type of vessel I am using and its operation. I am aware of the weather conditions and I am capable of properly handling the boat under these conditions and guarantee the capability of any party or parties who may also handle it with my permission. I am a capable swimmer, and I will wear a lifejacket at any time of operation, as will my child. I will inspect the boat before departure and will not depart unless I am certain of its soundness and good condition. If there is a maintenance problem, I will report it immediately.

Participant's name (print): _____

Signature: _____ Date: _____

(parent/legal guardian if under 18)