



## **GENERAL RELEASE OF LIABILITY AND INDEMNIFICATION**

I (We), the undersigned sailor/participant (if age 18 or older), or parent, parents, or guardian of the sailor/participant, a minor, understand that participation in this event is entirely at their own risk and agree to release the Annapolis Yacht Club (AYC), the United States Optimist Dinghy Association (USODA), The Club 420 Class, the International Laser Class Association (ILCA), ISSA, MASSA, MDSA and their officers, directors, agents, employees, representatives, chaperones, sponsors, coaches and volunteers (all collectively referred to herein as “RELEASEES”) and to defend and hold RELEASEES harmless from any damages – material or personal - sustained by me or my child or damage to any property arising out of or in any way connected with the operation of practices, regattas or any other related activities whether on land, afloat, or traveling to or from regatta locations and whether or not caused by the negligence of RELEASEES. Furthermore, I agree to indemnify RELEASEES against any and all liabilities imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of my child, including all claims relating to the injury or death of any person or damage to property, whether or not caused by the negligence of RELEASEES.

### **RECITALS**

Parents acknowledge, consent, and grant permission for AYC, the USODA, The Club 420 Class, the ILCA, ISSA, MASSA, MDSA and their employees, or agents have the right to take photographs, videotape, or digital recordings for Minor and to use these in any and all media, now and hereafter known, exclusively for the purpose of AYC and Class Association publications, without financial remuneration.

### **MEDICAL AUTHORIZATION**

I am aware and acknowledge that any activity covered by this permission slip, by its very nature, poses an inherent risk of injury or harm to individuals who participate. For, and in consideration of the opportunity for my child/ward to participate in the activities covered by this permission slip, I do hereby agree as follows:

1. All persons participating in sailing shall be deemed to have waived all claims against RELEASEES and their officers, directors, agents, and employees for injury, accident, illness or death occurring during, or by reason of sailing.
2. In the event of illness or injury, I consent to all routine and/or emergency medical treatments and/or services prescribed by the attending physician, surgeon or dentist, and to the administration and performance of all examinations, treatments, anesthetics, operations, and other procedures which are deemed necessary or advisable by the attending physician at the scene and/or at the hospital or other medical facility.



3. I am solely financially responsible for any cost and/or all indebtedness incurred as a result of any emergency and/or routine medical and/or surgical treatment and services prescribed by the attending physician for my child/ward, including all charges not covered by insurance.

4. To indemnify and hold harmless RELEASEES from each and every claim or demand made, and each and every liability, action, loss, debt or damage which may arise by, or in connection with, or result from, any routine and/or emergency medical services, or participation of my child/ward in any activities covered by this permission slip.

5. I fully understand that all persons participating in sailing are to abide by all rules and regulations governing conduct during sailing. Any violation of these rules and regulations may result in the individual being sent home at the expense of his/her parent/guardian or denied the right to participate in sailing.

6. If I or my child/ward has a special medical condition and/or physical disability diagnosed by a physician, a description of that medical condition and/or physical disability is attached hereto.

Sailors or Parent/Guardians expressly agree that this Agreement, Waiver, and Release shall be governed by and construed in accordance with the laws of the State of Maryland, that it is intended to be broad and as inclusive as permitted by the laws of the State of Maryland, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Sailors or Parent/Guardians acknowledge that they understand and have been fully informed of the contents of this Agreement, Waiver, and Release by reading it before signing below.

In witness whereof, Sailors or Parent/Guardians have executed this Agreement, Waiver, and Release the day and year written below.

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Signature of Sailor (Age 18 or older) or Parent/Guardian

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Print Name of Sailor (age 18 or older) or Parent/Guardian

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Date Signed

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Parent/Guardian Emergency Phone Number

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Secondary Emergency Contact Name and Phone Number