



## SAISA SP3 / SYS FALL 2023 WAIVER

The goal of Sarasota Youth Sailing, Inc. (SYS) is to provide a safe and educational environment for all participants. It is of utmost importance that all sailors and their parents be aware of the standards expected regarding behavior both on and off the water.

Sarasota Youth Sailing wishes to promote mutual respect amongst its sailors, coaches, parents, families, volunteers, and guests through the use of appropriate language, attitude and behavior.

**Code of Conduct:** All participants, including parents, family, Volunteers, Alumni, Coaches and youths of Sarasota Youth Sailing, agree that:

1. Safety is the top priority.
2. I will demonstrate mutual respect for all sailors, coaches, parents, and volunteers regardless of age, race, gender, religion, national origin or abilities.
3. I will represent SYS with my best efforts, never bringing embarrassment or an unfavorable view to the program.
4. I will respect all equipment and property. I will take personal and financial responsibility for any damage I incur. Parents will take joint responsibility for damage caused by their children.
5. I will respect the Gulf of Mexico, Sarasota Bay, their shores and the creatures that make them their home.
6. I will not verbally and/or physically threaten or abuse any other person.
7. I will refrain from smoking, drinking and/or illegal drug use.
8. I will not bring any weapons to any SYS practice or event.
9. I will not use any social media website or tool to mock, belittle or abuse any sailor, coach or anyone else associated with SYS.
10. I will continually strive to demonstrate good sportsmanship on and off the water. I will follow the fundamental rules of fair sailing.

**Photograph and Image Release:** I agree to allow SSS or SYS staff and/or participant parents or other volunteers to photograph myself and use in marketing materials and/or website content.

**Medical Release:** In the event of an emergency requiring medical attention, I hereby authorize and consent to any x-ray, examination, anesthetic, medical or surgical diagnosis or procedure rendered under the general or specific supervision of any medical professional licensed under the laws of the State of Florida. I understand that this permission is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power to render care which the aforementioned medical personnel in the exercise of their best judgment may deem advisable. I understand that reasonable efforts shall be made to confirm rendering treatment, but that any of the above treatments will not be withheld otherwise.

**Participant's Consent and Waiver of Liability-Assumption of Risk-Indemnity Agreement**

The agreement shall remain in effect until Sarasota Youth Sailing (SYS) receives written notice of the cancellation of the consent or until the end of the activities described above.

In return for being permitted to take part in the activities and to use the facilities, equipment, and property of the Sarasota Sailing Squadron (SSS) and SYS, each of us makes the following promises and warrants the truth of the following facts.

1. I am familiar with the programs included in the activities, and I understand officers and employees of the SYS are available to discuss the activities should I request additional information. I also understand I or the appointed chaperone is solely responsible for the arrival and departure at the beginning and end of each day's program. I agree that the SSS OR SYS will have no responsibility for the supervision of myself. I understand that I am expected to cooperate with and follow the directions of SYS Sailing Director, the person in charge of the activities, and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others.

2. I am in good health, and I know of no reason why I would be incapable of participating in the activities. I know how to swim.

**RELEASE AND WAIVER OF LIABILITY: For and in consideration of full and adequate consideration, We, on behalf of myself, my representatives, agents, heirs, successors and assigns ("Releasers") hereby waive, release, and forever discharges, SYS OR SSS or any of its members, directors, officers, agents, employees and affiliated organizations (herein referred to as "Releasees") from any and all debts, losses,**

obligations, accounts, claims, demands, damages, actions, causes of action, contribution claims or suits of any kind or nature whatsoever, in law, contract tort or equity including any claims for negligence, now existing or hereafter arising, whether now known or unknown, or hereafter becoming known, accrued or hereafter accruing, which Releasors have or may have, upon any or by any reason or thing whatsoever related to or arising from my participation in the activities and use of the facilities and property, including chartered vessels, of SYS AND SSS.

**ASSUMPTION OF RISK:** We are aware that the activities may involve maneuvering a boat, sailboard, or other watercraft with motors and propellers on deep water in potentially hazardous conditions which may include among other things, strong winds, high waves, sudden and unexpected immersion in deep waters and collision with watercrafts or stationary objects such as docks, pilings and buoys. With the knowledge of the dangers involved we, on behalf of ourselves, together with any of our heirs, representatives, successors or assigns, in consideration that I take part in the activities as set forth herein, HEREBY KNOWINGLY ACCEPT AND ASSUME ANY AND ALL RISKS TO MYSELF FOR ANY INJURY, DEATH, OR PROPERTY DAMAGE RELATED TO THE ACTIVITIES ENGAGED IN WITH SSS AND SYS, THEIR AGENTS MEMBERS, OR OTHER REPRESENTATIVES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT IN INTENTIONAL ACTS OF ANY OF THE RELEASEES.

I hereby release and agree to hold Sarasota Youth Sailing Program Inc. harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself, and/or property that may be caused by any act, or failure to act of Sarasota Youth Sailing Program Inc., or that may otherwise arise in any way in connection with any services received from Sarasota Youth Sailing, including chartered vessels. I understand that this release discharges Sarasota Youth Sailing from any liability or claim that I, my heirs, or any personal representatives may have against Sarasota Youth Sailing with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Sarasota Youth Sailing. This liability waiver and release extends to Sarasota Youth Sailing Program Inc. together with all owners, partners, employees, and volunteers.

**WAIVER OF LIABILITY/RELEASE OF RISK  
INTERSCHOLASTIC SAILING ASSOCIATION (ISSA)  
2023 SAISA SP#3**

As the parent/guardian of the above named student, I hereby acknowledge that Sailing is an activity that has an inherent risk of damage and injury. Competitors in this event are participating entirely at their own risk. See RRS 4, Decision to Race. The ISSA and race organizers (organizing authority, race committee, host club, sponsors, or any other organization or official) will not be responsible for damage to any boat or other property or the injury to any competitor, including death, sustained as a result of participation in this event. By participating in this event, each competitor agrees to release the ISSA and race organizers from any and all liability associated with such competitor's participation in this event to the fullest extent permitted by law.

**AUTHORIZATION TO CONSENT TO TREATMENT OF A MINOR**

The undersigned parent or guardian of a minor does hereby consent to emergency X-ray, anesthetic, medical, or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of any physician and surgeon licensed under the provisions of the Medical Practice Act, or dentist under the Dental Practice Act. It is understood that this authorization is given in advance of any special diagnosis, treatment, or hospital care being required, but is given to provide authority and power to render care which the aforementioned physicians in the exercise of their best judgment may deem advisable. It is understood that efforts shall be made to contact the undersigned or Emergency Contact prior to rendering treatment, but treatment will not be withheld if they cannot be reached.

Name of Minor Individual: \_\_\_\_\_

SIGNATURE (Parent or Legal Guardian): \_\_\_\_\_

Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent Phone (h): \_\_\_\_\_ (w): \_\_\_\_\_ (c): \_\_\_\_\_

Parent Phone (h): \_\_\_\_\_ (w): \_\_\_\_\_ (c): \_\_\_\_\_

Date: \_\_\_\_\_

## **Emergency Contact Information**

### **Primary Emergency Contact**

**Contact Name:** \_\_\_\_\_

**Relationship to Contact:** \_\_\_\_\_

**Primary Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

### **Additional Information**

**List any medical issues here:** \_\_\_\_\_

\_\_\_\_\_