

Child's Name \_\_\_\_\_

**SAN DIEGO AREA YACHT CLUB'S JUNIOR ACTIVITIES**  
**Parent's Consent and Waiver of Liability/Assumption of Risk - Indemnity Agreement**

The undersigned parents or legal guardians (hereafter referred to in the singular) of \_\_\_\_\_ (herein referred to as the "child") request that the child be allowed to participate at any San Diego Area Yacht Club in any junior activity (herein referred to as "the activities"). This agreement shall remain in effect until the San Diego Area Yacht Clubs Junior Committee receives written notice of the cancellation of the consent or until the end of the activities described above. In return for the child being permitted to take part in the activities and to use the facilities and property of any San Diego Area Yacht Club 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 any San Diego Area Yacht Club are available to discuss the 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 day's activity. I will not allow my child to remain on the premises of any San Diego Area Yacht Club after each day's program without appropriate supervision or the written permission of the Yacht Club. I agree San Diego Area Yacht Clubs will have no responsibility for the supervision of my child at times other than during the scheduled activities. I will inform my child that he/she is expected to cooperate with, and follow the directions of, the persons 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. My child is in good health, and I know of no reason why he/she would be incapable of participating in the activities. My child knows how to swim. I will immediately notify the designated San Diego Area Yacht Club supervisor, if a change in my child's health of other condition would affect my child's ability to participate in the activities.
  
3. WAIVER OF LIABILITY: I waive and release any right I, my heirs, distributees, guardians, legal representatives and assigns may have or acquire to make a claim against, sue, attach the property of or prosecute any San Diego Area Yacht Club or any of its members, directors, officers, agents, employees and affiliated organizations (herein referred to as "the releasees") for monetary damages caused by injury to my child of damage to the property of my child or myself arising from my child's participation in the activities and use of the facilities and property of any San Diego Area Yacht Club, whether or not the injury or damage results from the negligence or other action, except intentional acts, of the releasees.  
(Please initial to indicate you have read this paragraph \_\_\_\_\_)
  
4. ASSUMPTION OF RISK: I am aware that the activities may involve maneuvering a boat, sailboard or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong winds and high waves, sudden and unexpected immersion in deep waters and collision with other watercraft of 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 activities. I accept any and all risks to myself and my child of injury, death and property damage arising from participation in the activities and the use of the facilities and property of any San Diego Area Yacht Club, whether or not caused by the negligence or other action, except intentional acts, of any of the releasees.  
(Please initial to indicate you have read this paragraph \_\_\_\_\_)
  
5. INDEMNITY AGREEMENT: I agree to indemnify and hold the releasees harmless from any loss, liability, damage or cost, including reasonable attorneys fees, that may incur due to my child's participation in the activities and use whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts, of any of the releasees.  
(Please initial to indicate you have read this paragraph \_\_\_\_\_)

I have carefully read this agreement and fully understand its contents. I am aware the agreement includes a waiver of liability, an assumption of risk, and an agreement by me to indemnify the releasees, and I sign it of my own free will.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Print Name \_\_\_\_\_