

Waiver of Liability, Assumption of Risk and Indemnity Agreement

Waiver: In consideration of my child being permitted to participate in any way in The Crescent Yacht Club (CYC) Junior Division Inc. hereinafter called “the program”, I, for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge and covenant not to sue the CYC Junior Division Inc. or the Crescent Yacht Club, their officers, employees, agents and volunteers from any and all claims including the negligence of the CYC Junior Division Inc. and Crescent Yacht Club, its officers, employees, agents and volunteers resulting in personal injury, accidents, or illnesses (including death) and property loss arising from but not limited to participation in “the program”.

Assumption of Risk: Participation in “the program” carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another and the risks range from 1) minor injuries such as scratches, bruises and sprains to 2) major injuries such as fractures, joint or back injuries and concussions to 3) catastrophic injuries including drowning, paralysis and death.

I have read the previous paragraphs and I know, understand and appreciate these risks that are inherent in “the program”. I hereby assert that my child’s participation is voluntary and that I knowingly assume all such risks and their behalf as their parent or guardian.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the CYC Junior Division Inc. and the Crescent Yacht Club HARMLESS for any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including attorney fees brought as a result of my child’s involvement in “the program” and to reimburse them for any such fees incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk and indemnity agreement and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

Name of Participant (please print)

age

Signature of Parent or Guardian

Print name of parent or guardian

Date