

# Wickford Yacht Club/Wickford Sailing Association/Wickford Frostbite Association

## Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Wickford Yacht Club, Wickford Sailing Association and Wickford Frostbite Association ("WYC/WSA/WFA") believe that it is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENTS(S) OR GUARDIAN(S) UNDERSTAND THAT SAILING IS A DANGEROUS ACTIVITY AND THAT INJURIES CAN AND DO OCCUR.

**Assumption of Inherent Risks:** I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), understand that the inherent risks of sailing are serious regardless of the care taken by the WYC/WSA/WFA. I have read the previous paragraphs and 1) I know the nature of the activity of sailing; 2) I understand the demands of those activities relative to the physical condition and skill level of a sailor, and 3) I appreciate the types of injuries that may occur as a result of sailing activities. I hereby assert that my participation in the activities of WYC/WSA/WFA is voluntary and that I knowingly assume all inherent risks of the activity.

**Waiver of Liability:** In consideration of permission to use the property, facilities, and services of the WYC/WSA/WFA, today and on all future dates, I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), (on behalf of myself, my heirs, personal representatives, or assigns) do hereby release, waive, and discharge WYC/WSA/WFA, their officers, employees, and agencies from liability from any and all claims resulting from the inherent risks of the activity of sailing or from the ordinary negligence of WYC/WSA/WFA. This agreement applies to 1) personal injury from incidents or illnesses arising from or incidental to sailing participation at the WYC/WSA/WFA and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

**Indemnification:** I, the ADULT PARTICIPANT OR PARENT(S) OR GUARDIAN(S) OF THE MINOR PARTICIPANT involved in activities/events of WYC/WSA/WFA, also agree to hold harmless, defend, and indemnify WYC/WSA/WFA from any and all claims of the participant, crew, guests, parents, family members arising from injury or loss due to involvement in WYC/WSA/WFA activities/events (including those arising from the inherent risks of sailing or the ordinary negligence of WYC/WSA/WFA).

I, the ADULT PARTICIPANT OR PARENT(S) OR GUARDIAN(S) OF THE MINOR PARTICIPANT further agree to hold harmless, defend, and indemnify WYC/WSA/WFA against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant and participants' crew, guests, parents, family in the course of his or her participation in WYC/WSA/WFA activities and events.

**Emergency Care - ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S) agrees:**

- WYC/WSA/WFA to administer emergency first aid, CPR, and use an AED when deemed necessary by WYC/WSA/WFA.
- WYC/WSA/WFA to secure emergency medical care or transportation (i.e. EMS) when deemed necessary by WYC/WSA/WFA.
- WYC/WSA/WFA to share my medical history with emergency medical personnel when deemed necessary by WYC/WSA/WFA.
- to assume all costs of emergency medical care and transportation.

I am aware that I shall be obligated to follow pertinent rules, regulations, and water safety requirements as promulgated by the Wickford Yacht Club, Wickford Sailing Association and Wickford Frostbite Association and noncompliance with same will result in disciplinary action or expulsion from the activities of WYC/WSA/WFA.

Participant Signature \_\_\_\_\_

Participant Name \_\_\_\_\_ Boat Name \_\_\_\_\_

Parent/Guardian (if participant is a minor) \_\_\_\_\_

Parent/Guardian Name (Print) \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ E-Mail \_\_\_\_\_