



# KING HARBOR YOUTH FOUNDATION

280 Yacht Club Way, Redondo Beach, California 90277

## WAIVER AND RELEASE OF LIABILITY AGREEMENT YOUTH SAILING PARTICIPANT September 1, 2009 through August 31, 2010

### 1. VOLUNTARY PARTICIPATION

I, \_\_\_\_\_, am the parent or guardian of minor \_\_\_\_\_ . By signing this Waiver and Release of Liability Agreement, I am acknowledging that I, or my child (collectively referred to as "I" or "my" or "me") have voluntarily chosen to participate in on-the-water, in-the-water and shore-side activities at the King Harbor Yacht Club and related environs, King Harbor Marina and Santa Monica Bay (collectively referred to as "the Facilities") including, but not limited to, the use of sail or power boats and/or kayaks and related equipment, swimming and, if applicable, travel to regattas (collectively referred to as the "Sport").

### 2. ASSUMPTION OF RISK

I AM AWARE THAT THE SPORT, INCLUDING LAUNCHING, RETRIEVING, TRAILERING AND RIGGING, IS A HAZARDOUS ACTIVITY, WHICH HAS INHERENT RISKS OF INJURY, DEATH OR DAMAGE TO PROPERTY. RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURY, DEATH, OR DAMAGE TO PROPERTY RESULTING FROM THE ACTION OR INACTION OF MYSELF, OTHER PEOPLE, VARIATIONS IN WEATHER AND SEA CONDITIONS, EQUIPMENT MISUSE OR FAILURE, NATURAL OR MANMADE CONDITIONS, OR PERSONAL HEALTH ISSUES OF MYSELF OR OTHERS. **DESPITE THE RISKS INVOLVED AND IN CONSIDERATION OF THE RIGHT TO PARTICIPATE IN THE SPORT, I FULLY AND VOLUNTARILY ACCEPT ANY AND ALL RISKS OF INJURY, DEATH, OR DAMAGE TO PROPERTY THAT MIGHT BE ASSOCIATED WITH MY PARTICIPATION IN THE SPORT OR USE OF THE FACILITIES EVEN IF INJURIES, DEATH OR DAMAGE TO PROPERTY OCCUR IN A MANNER THAT IS NOT FORESEEABLE AT THE TIME I SIGN THIS AGREEMENT.**

I VERIFY THAT I HAVE READ AND VOLUNTARILY ASSUME THE RISKS PRESENTED TO ME BY THE SPORT BY PLACING MY INITIALS HERE: \_\_\_\_\_

### 3. RELEASE AND AGREEMENT NOT TO SUE

As consideration for being permitted to participate in the Sport and use of the Facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY, INDEMNIFY, DEFEND AND HOLD HARMLESS** the King Harbor Youth Foundation (KHYF) and the King Harbor Yacht Club (KHYC) and each of their affiliated organizations, their officers, directors, employees, land and/or property owners, members, visitors and volunteers (collectively, the Releasees) from any and all causes of action, claims or demands whatsoever that any third party, I, any of my heirs, assigns, agents, distributees, guardians and representatives now have or may hereafter have for injury, death or damage relating to my participation in the Sport. By signing this Waiver and Release, I intend to discharge in advance the Releasees from and against any and all liability arising out of or connected in any way with my participation in the Sport, even though that liability may arise out of negligence or carelessness on the part of the Releasees. Further, **I, MY HEIRS, ASSIGNS, AGENTS, DISTRIBUTEES, GUARDIANS AND REPRESENTATIVES AGREE NEVER TO MAKE ANY CLAIMS AGAINST OR TO SUE** the Releasees or any of them for injury, death or damage resulting from my participation in the Sport

or use of the Facilities, regardless of cause, including the negligence, misconduct, or other acts of the Releasees, howsoever caused. This provision shall apply even if the Releasees have contributed to injuries, death or damage through their individual or collective negligence or misconduct. This agreement is binding on my heirs, assigns, agents, distributes, guardians and representatives. In the event I file or my child or my legal representative files a claim or lawsuit arising out of participation in the Sport or use of the Facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Releasees for any damages, attorney's fees, costs or judgments related to such claim or lawsuit.

**4. REVOCATION AND SEVERABILITY**

This Waiver and Release of Liability Agreement shall remain in effect until I revoke it in a writing that is delivered to KHYP at the address which appears above and will apply whenever I participate in the Sport or use the Facilities. If any provision or any part of a provision of this Waiver and Release of Liability is held invalid or unenforceable by any court of competent jurisdiction, I understand that the other provisions of this Waiver and Release of Liability Agreement will be valid and enforceable.

**5. CONSENT**

I hereby grant KHYP the right to use my picture and image in materials prepared by KHYP for the promotion of its sailing program. This consent is not given with respect to the promotion and advertising of any commercial product or service.

**6. KNOWING AND VOLUNTARY SIGNING OF THIS DOCUMENT**

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENT. I AM SIGNING THIS DOCUMENT WILLINGLY AND WITH FULL KNOWLEDGE OF ITS LEGAL EFFECTS AND AGREE THAT IT IS BINDING UPON ME, MY CHILD, MY HEIRS, ASSIGNS AND LEGAL REPRESENTATIVES.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

**MEDICAL HISTORY**

Please list any medications that your child is currently taking:

\_\_\_\_\_

Please list any allergies or other medical conditions that your child has or may experience while at Summer Sailing, including asthma, any allergies to medications, bee or other insect stings or food:

\_\_\_\_\_

Please list any medical or emotional issues that your child may have which would be important for the Summer Sailing staff to know:

\_\_\_\_\_

Child's Physician's Name, Address and Phone Number: \_\_\_\_\_

\_\_\_\_\_

Child's Health Insurance Carrier and Group Number: \_\_\_\_\_