

# KING HARBOR YOUTH FOUNDATION

280 Yacht Club Way, Redondo Beach, California 90277

## 2021 SPRING Sailing Program Release of Liability Waiver

In consideration of me and/or my family attending or participating in the spring program, including but not limited to sailing instruction, race training, competition or other activities (the "Program") hosted, organized, operated, sponsored, managed, promoted or endorsed by King Harbor Youth Foundation ("KHYF") at King Harbor Yacht Club (KHYC or the Club), I/we hereby agree and acknowledge on my own behalf as well as on behalf of my minor children and other family members as follows:

1. Boating Risks:

I/we understand and agree that boating and the use of boating facilities and equipment involves risks of injury, death and property damage from a variety of situations and causes that can change at any time without notice, including but not limited to water, wind and weather conditions, tides, currents, waves, immersion and drowning, equipment failure, electrical hazards, interactions with other vessels, as well as with aquatic life, rocks, docks, pilings and buoys and other potential hazards. I/we freely and knowingly choose to participate in boating activities despite these risks, and to assume all such risks, whether known or unknown.

2. Program Risks:

I/we understand and agree that sailing, sailing instruction, and events facilities, or activities hosted, organized, operated, sponsored, managed, promoted, designed, built or endorsed by the Club, including but not limited to activities at the Club or away from the Club and related environs, King Harbor Marina and Santa Monica Bay (collectively "the Program") all present varying degrees and types of risk that may not possible to enumerate or anticipate, and I/we freely and knowingly choose to participate in the Program despite the risk, and whether such risk is known or unknown.

3. COVID-19 Risks:

COVID-19 is a highly contagious disease that can cause illness, injury or death. KHYF and KHYC may take preventative measures, including but not limited to actions recommended by the CDC, the State of California, Los Angeles Department of Public Health, or others, to reduce COVID-19 transmission ("Preventative Measures"), but I/we understand and agree that Preventive Measures might not be entirely effective, they might not be undertaken in all areas or at all times, and that COVID19 exposure and illness may occur even if all possible Preventative Measures have been taken. I/we further understand and agree that KHYF and KHYC are not in a position to validate or verify the efficacy of Preventive Measures, and KHYF and KHYC cannot guarantee a risk-free environment in any location. I/we freely and knowingly choose to encounter any and all such risks while at KHYF and KHYC or engage in the Program, whether known or unknown ("COVID-19 Risks").

4. COVID-19 Screening:

I/we will not attend the Program or participate in any Program, KHYF, or KHYC activity if knowingly infected with COVID-19, or if I/we have an elevated temperature, or if I/we are exhibiting any known COVID-19 symptoms. I/we consent to KHYF conducting temperature scans

or other non-invasive screening activities as a condition of entry to the KHYF/KHYC facility or the Program, and I/we agree to abide by all health-related programs and policies of the KHYF and KHYC, but I/we understand and agree that neither KHYF nor KHYC is providing any medical care or undertaking any medical duties toward me/us.

5. Release of Liability:

To the fullest extent permitted by law, I/we agree to release King Harbor Youth Foundation, King Harbor Yacht Club and all sponsor and host organizations, organizing authorities, and all other persons involved in organizing, operating, managing, promoting or sponsoring the Program or related activities, and all of their officers, directors, agents, employees and members ("Released Parties"), from any and all legal liability or responsibility for personal injury, death, or other loss or harm arising from or related to the Program, COVID-19 Risks, or any related activities, and I/we waive any right I/we might otherwise have to sue the Released Parties for negligence or any other cause for which liability may be released under California law.

6. Assumption of Risk:

To the fullest extent permitted by law, I/we agree, as respect to Released Parties, to assume all risk of injury, death, or other loss or harm that may arise from presence or participation in the Program, whether such risks are known or unknown.

7. Authorization for First Aid and Medical Treatment:

I/we consent and authorize KHYF and KHYC to provide emergency first aid and to arrange for medical assistance and transport to a medical facility in the event of a medical event or emergency, and I/we agree that I/we am solely responsible for any and all associated related costs and expenses.

8. Termination of Activities:

All participants are expected to participate in the Program in accordance with applicable laws, customs and KHYF/KHYC rules and regulations, and with appropriate respect for the rights and privacy of other participants. An individual may be asked to leave an activity by the activity leader or by KHYF or KHYC management or a Director in accordance with KHYF or KHYC rules if the decision maker concludes that the person's continuing participation may be detrimental to the individual or to the well-being or enjoyment of others. I/we will respect and abide by any such decision at my/our sole expense.

9. Photos and Publicity:

I/we hereby grant to KHYF and KHYC and their representatives and assignee an irrevocable and unrestricted right to use and publish descriptions, competition results and images of me and of my guests taken during or in connection with the Program, and I/we agree that KHYF and/or KHYC own all rights to them, and that KHYF and KHYC and their representatives and assignees may use them for any purpose and in any form, in perpetuity, and without compensation.

10. Final Agreement:

This document constitutes the final and entire Agreement regarding my/our attendance at or participation in the Program and related activities; it is binding upon our families, guests, crew and our heirs, successors and assigns, and it supersedes any and all other documents or oral statements on topics addressed by this Agreement. If any part of this Agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect. This Agreement shall be governed in all respects by the laws of the State of California, irrespective of any conflicts of laws, and is intended to provide for a broad and inclusive assumption of all risk and release of all

liability to the greatest extent permitted by law, but it is not intended to assert any claims or defenses that are prohibited by law.

11. Duration of Agreement:

This Agreement will remain in effect for the complete 2021 KHYF Spring Sailing Program, and it will apply to each KHYF event and activity in which I/we participate.

READ ALL PAGES CAREFULLY BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT

Participant Name: \_\_\_\_\_ Age: \_\_\_\_\_ Cell #: \_\_\_\_\_

Address: \_\_\_\_\_

Parent/Guardian #1: \_\_\_\_\_ Email: \_\_\_\_\_

Cell #: \_\_\_\_\_ Parent/Guardian #2: \_\_\_\_\_

Email: \_\_\_\_\_ Cell #: \_\_\_\_\_ Signature of

Participant: \_\_\_\_\_ Date: \_\_\_\_\_ Parent/Guardian:

I warrant and represent that I am the parent or legal guardian of the participant named in this Agreement, that all information in this Agreement is correct, and that I have full authority to enter into this Agreement on behalf of the minor named above, as well as our families, successors and assigns, and I/we agree to be bound by all terms and conditions of this assumption of risk, liability release, and hold harmless agreement.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Name of the Parent/Guardian: \_\_\_\_\_