

# KING HARBOR YOUTH FOUNDATION

280 Yacht Club Way, Redondo Beach,  
California 90277

## **Informed Consent Release of Liability Waiver**

In consideration of me and/or my family attending or participating in the sailing 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 ("KHYP") at King Harbor Yacht Club (KHYC or the Club), I/we (Athlete) hereby agree, acknowledge and accept on my own behalf as well as on behalf of my minor children and other family members as follows:

King Harbor Youth Foundation is taking reasonable measures to prevent the spread of COVID-19 infection, including tracking/tracing, and following applicable state and County public health orders and protocols. However, the possibility of transmission cannot be eliminated. I/we are aware of and acknowledge the risks before participating in athletics.

Participation in athletics is purely voluntary. 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.

I/we will not attend meetings, practice and/or competitions if any of the following apply to me or my household:

- Exhibiting one or more symptom(s) of COVID-19 first appear within the last 10 days: fever (at or over 100.4°F or 38°C) or chills, cough, shortness of breath or difficulty breathing, feeling tired, muscle or body aches, headache, sore throat, nausea or vomiting, diarrhea, congestion or runny nose, or new loss of taste or smell. I/we will check Athlete's temperature at home prior to attending meetings, practices, and/or competitions; and will not attend if their temperature is at or over 100.4°F or 38°C.
- Have been diagnosed with COVID-19 or has a suspected diagnosis of COVID-19 or pending COVID test.
- Have spent time with another individual who has been diagnosed with COVID-19 or has a suspected diagnosis of COVID-19.
- Is currently under isolation or quarantine orders.

I/we agree that if the Athlete tests positive for COVID-19 or has been identified as being exposed to an individual that has tested positive for COVID-19, I/we agree to immediately inform Roger O'Connor at [Director@khyf.org](mailto:Director@khyf.org) or (310) 750-5241 and acknowledge that KHYF must contact the Los Angeles County Department of Public Health (LACDPH) to provide information regarding the confirmed positive test, including Athlete's name and contact information. I/we consent to KHYF providing such information to LACDPH or any other administrative body as required by law. I/we agree to willingly cooperate with any contact tracing that is deemed necessary by the KHYF and / or LACDPH.

I/we are aware that the Athlete may be exposed to COVID-19 while participating in or attending meetings, practices and/or competitions. I/we understand that this exposure carries a risk of infection, serious illness, or death for both the athlete and their household members.

I/we acknowledge KHYF, the Governor, State Department of Health, LACDPH, or other administrative body with authority over KHYF may determine to cancel a competition or the season at any time. I/we also acknowledge KHYF must comply with any mandates issued by any entity with the authority over athletics and agree to comply with any such directives even if issued after signature to this agreement.

I/we agree to comply with the direction provided by the coaching staff and acknowledge that the failure to do so may result in the Athlete being refused participation at practice, competitions, and/or the entire sport season.

**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.

**Assumption of Risk:** 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. 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.

**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.

**Termination of Activities:** I/we are aware that practices, regattas, and/or transportation will look different than prior years, including the need for physical distancing and the correct and consistent use of face masks. 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.

**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.

**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.

**Duration of Agreement:** This Agreement will remain in effect for the complete 2022-23 KHYF Sailing Program, and it will apply to each KHYF event and activity in which I/we participate.

I/WE HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I/WE ARE AWARE OF THE RISKS OF PARTICIPATING IN ATHLETICS DURING THE COVID-19 PANDEMIC. I/WE ARE AWARE THAT THIS FORM CONTAINS A RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS. I AM/WE ARE SIGNING THIS AGREEMENT VOLUNTARILY, FULLY AWARE OF THE RISKS AND MY RELEASE AND WAIVER OF ANY CLAIM AGAINST KHYF, ITS EMPLOYEES, AGENTS, BOARD MEMBERS, OR OTHER RELATED ENTITIES.

**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: \_\_\_\_\_

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