



**Osprey Yacht Club, Inc.**

**Youth Education Programs Release and Waiver of Liability and Indemnity Agreement**

Name of Participant: \_\_\_\_\_ D.O.B. \_\_\_\_\_

AP Resident: \_\_\_\_\_ Relationship to Participant: \_\_\_\_\_

Name of Participant's parent/guardian (please print): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

If I cannot be reached in the **event of an emergency**, the following person is authorized to act on my behalf:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

**Participation Release:** In consideration of being allowed to participate in any way in the Osprey Yacht Club Youth On-the-Water Programs, and related events and activities, the undersigned agrees to the following:

1. I expressly acknowledge the inherent dangers, hazards, and risks of sailing and water related activities to the Participant including serious injury, permanent disability/death, and severe social and economic loss.
2. I hereby release, waive, discharge and covenant not to sue or hold liable in any way the Osprey Yacht Club, Inc., and any and all of its officers, volunteers, instructors, members and owners of property used to conduct the events (hereby referred to as "Waived Parties") from all liability for any injury, accident, damage, or death to the Participant related to any occurrence in connection with activities of the Youth On-the-Water Programs. This waiver shall be binding on said minor, myself, his or her heirs and next of kin.
3. I further agree to indemnify, defend, and hold harmless the Waived Parties, collectively or as individuals, from any claims, loss, liability, damage or costs, including attorney's fees, which may incur or be imposed upon the Waived Parties due to the Participants presence during any or all phases of the Youth On-the-Water Programs events whether due to the negligence of Waived Parties or otherwise.

**Medical Release:** If a parent or emergency contact cannot be reached I hereby give permission to any adult member of the sailing program participating group to transport Participant to or from a doctor/hospital for treatment. I authorize all medical, surgical, diagnostic and hospital care or procedures which may be performed or prescribed for Participant by licensed physicians or hospital when deemed immediately necessary or advisable by the physician to safeguard Participant. I waive my right to informed consent to such treatment. I, the undersigned, have read and voluntarily sign this release and waiver of liability and indemnity agreement and I understand the terms herein are contractual and not a mere recital. This agreement is intended to be as broad and inclusive as is permitted by the laws governing the town, county and state where these events are being conducted and if any portion is held as invalid, it is agreed that the balance shall continue in full force and effect. I hereby certify that I am the parent/ legal guardian of the Participant named above, a minor, under the age of eighteen, and I hereby consent to his/her participation in the events set forth in the Release above. To the best of my knowledge, the Participant does not have any physical limitation, medical or mental disability that would limit or prevent him/her from participating in the Youth On-the-Water Programs. I have read the Policy and Procedures Optimist Manual (obtainable from the AP website under Yacht Club) and agree to abide by it.

Signature of parent/guardian: \_\_\_\_\_ Date: \_\_\_\_\_