



Voluntary Indemnity Agreement Release Discharge and Waiver of Liability Covenant Not To Sue

Calendar Year: _____

We, _____ and _____, being the parents or legal guardians of, _____ (“our child”) acknowledge that our child has voluntarily applied to participate in sailing instruction and related activities offered by the **SANTA BARBARA YOUTH SAILING FOUNDATION** (the “Foundation”). It is our understanding that most of the Foundation’s sailing, instructional and other activities will take place at the Foundation’s Santa Barbara Harbor dock located in Santa Barbara Harbor Marina One. Additional Foundation activities may take place at the facilities of the Santa Barbara Yacht Club (the “Yacht Club”) or other locations specified by the Foundation from time to time.

WE UNDERSTAND THAT SAILING IS A HAZARDOUS ACTIVITY AND THAT THERE EXIST INHERENT DANGERS TO OUR CHILD, THE BOATS AND RELATED EQUIPMENT INVOLVED IN THAT ACTIVITY. WE ARE FAMILIAR WITH THE AREAS INSIDE AND OUTSIDE THE HARBOR WHERE SAILING INSTRUCTION AND OTHER RELATED ACTIVITIES OF THE FOUNDATION WILL BE CONDUCTED. WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED, WE ACKNOWLEDGE THAT OUR CHILD IS VOLUNTARILY PARTICIPATING IN THE FOUNDATION’S SAILING AND RELATED ACTIVITIES. ON BEHALF OF OURSELVES AND OUR CHILD, WE HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH ARISING OUT OF OUR CHILD’S PARTICIPATION IN THE ACTIVITIES OF THE FOUNDATION.

We, on behalf of ourselves, our child, our heirs, personal representatives and invitees, agree to defend, indemnify and hold the Foundation and Yacht Club, and their respective officers, agents, employees, agents and affiliates, harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney’s fees) by reason of personal injury to or death of our child or any other person, or damage to or destruction of any property, regardless of by whom such property may be owned, which may be imposed upon, incurred by or asserted against the Foundation, the Yacht Club, or their respective officers, agents, employees, agents and affiliates, arising out of or in any way connected with the activities of the Foundation or the Yacht Club, or the use or enjoyment of their facilities.

We, on behalf of ourselves, our child, our heirs, personal representatives and invitees, hereby release, discharge and covenant not to sue the Foundation, the Yacht Club, and their respective officers, agents, employees, agents and affiliates, (hereinafter referred to as "releasees") with respect to all liability to us or to our child, our personal representatives, assigns, heirs, next of kin and invitees, for any loss, damage or claim therefore on account of personal injury to or death of our child or any other person, or damage to or destruction of any property, regardless of by whom such property may be owned, caused by any act or omission of the releasees or any other person while our child is engaged in any way in the activities of the Foundation or Yacht Club or with the use or enjoyment of their boats, related equipment or facilities or of boats, related equipment or facilities owned by others.

We understand that if, during the period of our child's participation in Foundation activities, our child uses a boat or related equipment not owned by the Foundation, our child may store such boat and related equipment on the Foundation's dock subject to the Foundation's rules in effect from time to time. We agree that in such event, the Foundation shall have no responsibility, nor will it be liable for, any theft, damage to or destruction of such boat or related equipment from any cause. We agree that the release of liability, agreement to indemnify and covenants not to sue contained in this agreement extend to our child's use, whether in conjunction with the activities of the Foundation or otherwise, of such boat and related equipment.

We acknowledge that, other than permitting our child to engage in the activities of the Foundation, no representation of fact or opinion has been made by the Foundation or the Yacht Club, their respective officers, agents, employees, agents or affiliates, to induce the release of liability, agreement to indemnify and covenants not to sue contained in this instrument and that we have signed this agreement freely and voluntarily, after having read it completely, and with full knowledge of any rights or privileges that we or our child may be waiving or releasing.

We confirm that we have read the foregoing Voluntary Indemnity Agreement, Release of Liability and Covenant Not To Sue, and understand its contents. We confirm that we have the legal right and power to agree to the provisions of this agreement on behalf of ourselves and our child. We understand that it is a full release of all claims. On behalf of ourselves and our child, we hereby assume all risks related to our child's participation in the sailing, instruction, and other activities of the Foundation. We expressly agree that the terms and conditions of this agreement shall apply to and be binding upon us and our child in all respects insofar as it pertains to our child's participation

in the instruction and activities of the Foundation, and to any injury, including, without limitation, injury resulting in death, or damage to or destruction of any property, regardless of by whom such property may be owned, which may be sustained or caused as a result of such participation. We hereby authorize the Foundation and its officers, agents, employees, agents or affiliates to initiate emergency first aid treatment for our child in the event of an accident. We also authorize any and all necessary emergency medical treatment by professional medical personnel in such event. We warrant that we have health and accident insurance covering our child.

WE HAVE CAREFULLY READ THIS VOLUNTARY INDEMNITY AGREEMENT, RELEASE OF LIABILITY AND COVENANT NOT TO SUE TOGETHER WITH THE SANTA BARBARA YOUTH SAILING FOUNDATION SAFETY POLICY ATTACHED TO THIS AGREEMENT. WE FULLY UNDERSTAND THE CONTENTS OF BOTH DOCUMENTS. WE UNDERSTAND THAT THIS AGREEMENT CONSTITUTES A RELEASE OF ALL CLAIMS FOR LIABILITY. ON BEHALF OF OURSELVES AND OUR CHILD, WE ASSUME ALL RISKS RELATED TO THE PARTICIPATION OF OUR CHILD IN THE ACTIVITIES OF THE FOUNDATION.

Parent /Guardian

Print: _____

Sign: _____

Date: _____

Parent /Guardian

Print: _____

Sign: _____

Date: _____

Sailor/Child

Print: _____

Sign: _____

Date: _____

Photo Release

On behalf of our child, _____, we hereby grant Santa Barbara Youth Sailing Foundation and its officers, agents, employees, agents and affiliates, permission and the unrestricted right to use, re-use, publish, re-publish and caption digital and photographic images of our child engaging in activities of the Santa Barbara Youth Sailing Foundation, together with the right to reproduce, alter or modify such images from time to time, in conjunction with promotional, advertising, fund raising or other Foundation purposes.

Parent /Guardian

Print: _____

Sign: _____

Date: _____

Parent /Guardian

Print: _____

Sign: _____

Date: _____

Sailor/Child

Print: _____

Sign: _____

Date: _____

Medical and Related Information

Sailor/Child's Name: _____

Parent Names: _____

Doctor: _____ Phone: _____

Date of last physical exam: _____

Health Insurance Carrier: _____ ID Number: _____

Can your child swim: Yes No

Swimming Ability: Beginner Intermediate Advanced

Please assist the Santa Barbara Youth Sailing Foundation to better serve your child by filling out the following brief medical history.

Has your child ever had:

Diabetes: Yes No

Seizures: Yes No

Asthma: Yes No

Is your child allergic to:

Foods: Yes No If yes, please explain: _____

Medications: Yes No If yes, please explain: _____

Bees or insects: Yes No If yes, please explain: _____

Other (please list and explain):

If there is anything else we should know, please explain here:

Should our child suffer injury or illness during our child's participation in activities of the Foundation, we authorize and consent to the administration of appropriate first aid or other necessary medical procedures by knowledgeable or licensed or certified individuals. If neither

of us can be reached by phone, in case of illness or injury to our child, we instruct you to call the physician identified above and, if necessary, to transport our child to any available medical facility. We are aware that a medical facility may not treat a minor child without parental permission. We understand the Santa Barbara Youth Sailing Foundation assumes no financial responsibility for emergency medical transportation or medical care.

Parent /Guardian

Print: _____

Sign: _____

Date: _____

Parent /Guardian

Print: _____

Sign: _____

Date: _____

Sailor/Child

Print: _____

Sign: _____

Date: _____

Please deliver the completed information to:

Santa Barbara Youth Sailing Foundation
Nick Kaschak, Program Director
130 Harbor Way
Santa Barbara, CA 93109
or Email scanned Documents to Nick Kaschak
sbysf.director@gmail.com