

# New Jersey Interscholastic Sailing League

## Parent's Consent and Waiver of Liability/Assumption of Risk & Indemnity Agreement

Sailor name: \_\_\_\_\_ School: \_\_\_\_\_

The undersigned parents or legal guardians (hereafter referred to in the singular) of the above named child (the "Sailor"), request that the Sailor be allowed to participate in the high school sailing practice and regattas at the Toms River Yacht Club, Toms River, NJ and other host venues.

This agreement shall remain in effect until the end of the activities described above.

The regattas are being run under the auspices of the Interscholastic Sailing Association ("ISSA"), the Mid-Atlantic Scholastic Sailing Association ("MASSA"), Toms River Yacht Club ("TRYC") or Ocean County College Sailing Team ("OCC"). These entities are collectively referred to herein as Regatta Providers ("RP").

In return for the Sailor being permitted to take part in the activities and to use the facilities and property associated with the host venue, each of us makes the following promises and warrants the truth of the following facts:

1) I am familiar with yacht racing and regatta activities, and I understand officers, members and employees of RP are available to discuss the activities if I should wish additional information. I also understand I am solely responsible for the transportation to and from the regatta, and the arrival and departure of the Sailor at the beginning and end of each day's activity. I will not allow the Sailor to attend the regatta without appropriate supervision. I agree that the RP will have no responsibility for the direct supervision of the Sailor. The Adult Team Leader Chaperone/Coach named on the Regatta Entry Form and/or I/we, if present, will be responsible for the Sailor. I will inform the Sailor that he/she is expected to cooperate with, and follow the directions of the Adult Team Leader Chaperone and persons in charge of the activities and to act in a manner consistent with the spirit of good sportsmanship, the regatta rules and respect for the rights of others.

2) CONSENT The Sailor is in good health, and I know of no reason why he/she would be incapable of participating in the activities. I consent to the Sailor's participation in the regatta. The Sailor knows how to swim. I will immediately notify the designated RP Committee at the regatta site if a change in the Sailor's health or other condition would affect the Sailor's ability to participate in the activities.

3) WAIVER OF LIABILITY I waive and release any right I, the Sailor, my heirs, distributees, guardians, legal representatives and assigns may have or acquire to make a claim against, sue, attach the property of or prosecute any RP or its members, directors, trustees, officers, volunteers, agents, employees and affiliated organizations or persons ("the Releases") for monetary or other damages caused by injury to the Sailor or damage to the property of the Sailor or myself arising from the Sailor's participation in the activities and use of the facilities and property of any RP whether or not the injury or damage results from the negligence or other action, except intentional acts, of any of the Releases. **(My initials indicate that I have read this paragraph. \_\_\_\_\_)**

4) ASSUMPTION OR RISK I am aware that the activities will involve maneuvering and being on a boat or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong and high winds and tides or currents, sudden and unexpected immersion in deep waters and collision with other watercraft or stationary objects such as docks, pilings and buoys. With knowledge of the dangers involved, I voluntarily ask that the Sailor be allowed to take part in the activities. I ACCEPT ANY AND ALL RISKS TO MYSELF AND THE SAILOR OF INJURY, DEATH AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF ANY RP. WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASES. (My initials indicate that I have read this paragraph. \_\_\_\_\_)

5) INDEMNITY AGREEMENT I agree to indemnify and hold the Releases harmless from any loss, liability, damage or cost, including reasonable attorneys fees, they may incur due to the Sailor's participation in the activities and use whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts, of any of the Releases. (My initials indicate that I have read this paragraph. \_\_\_\_\_)

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK AND AN AGREEMENT BY ME TO INDEMNIFY THE RELEASES, AND I SIGN IT OF MY OWN FREE WILL.

School: \_\_\_\_\_ Sailor: \_\_\_\_\_

Sailor's Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address:

\_\_\_\_\_

Home & Cellular Phone #'s:

\_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE NOTE:**

Every participant team member must have this form properly filled out, signed and in the hand of the regatta committee in order to sail or participate. Make copies of this form as needed for each participant team member.

## MEDICAL RELEASE INFORMATION

School: \_\_\_\_\_ Sailor \_\_\_\_\_

List all known allergies to medications:

\_\_\_\_\_

Date of last tetanus shot: \_\_\_\_\_ Current medications: \_\_\_\_\_

### Medical Insurance Information:

Sailor's Insurance Carrier: \_\_\_\_\_

Policy #: \_\_\_\_\_ Group #: \_\_\_\_\_

As the parent/guardian of the above named Sailor, I hereby acknowledge that the risk of injury, including serious debilitating injury, is involved in athletic participation. I recognize that ISSA, MASSA, Ocean County College, and The Toms River Yacht Club and their representatives make efforts to reduce these risks, but further recognize that their efforts cannot and will not eliminate all such risks. I am aware of the risks involved, and give my consent for the above named student to participate in all activities associated with high school sailing.

I am aware that ISSA, MASSA, and the Toms River Yacht Club do not carry medical insurance for participants in these regattas and that medical insurance coverage will be provided by parent/guardian. Evidence of such coverage is provided above.

I further release and hold harmless ISSA, MASSA, Ocean County College and the Toms River Yacht Club, their Officers, Directors, Trustees, agents, employees, coaches and athletic trainers from any and all liability arising from the above-named Sailor's participation in the District Qualifier regatta and all related activities.

*In addition to the above, I hereby grant permission to any appropriately qualified health care professional to give any and all medically appropriate emergency care to my son/daughter/ward, including but not limited to anesthesia and surgery.*

Parent/Guardian Signature:

\_\_\_\_\_ Date: \_\_\_\_\_ Phone # \_\_\_\_\_