

GREAT OAKS REGATTA

to be held at

Southern Yacht Club
New Orleans, Louisiana
November 13 – 15, 2009

Parents Consent & Waiver of Liability, Assumption of Risk & Indemnity Agreement

The undersigned parents or legal guardians (hereafter referred to in the singular) of the below named child (herein referred to as the "Child"), request that the child be allowed to participate at the Interscholastic Sailing Association Great Oaks Regatta herein referred to as the "Regatta", at Southern Yacht club, November 13 – 15, 2009.

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

In return for the child being permitted to take part in the activities and to use the facilities and property of the Southern Yacht Club, here in after referred to as the "Regatta Providers" or "RP", 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, 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 my child at the beginning and end of each day's activity. I will not allow my child to attend the regatta without appropriate supervision. I agree that the "RP" will have no responsibility for the direct supervision of my child. The Adult Chaperone named on the Regatta Entry Form and/or myself, if present, will be responsible for my child. I will inform my child that he/she is expected to cooperate with, and follow the directions of the Adult Chaperone and persons in charge for the activities and to act in a manner consistent with the spirit of the good sportsmanship, the regatta rules and respect for the rights of others.
- 2) CONSENT: My child is in good health, and I know of no reason why he/she should be incapable of participating in the activities. I consent to my child's participation in the Regatta. My child knows how to swim. I will immediately notify the designated "RP" Committee at the Regatta site if a change in my child's health or other condition would affect my child's ability to participate in the activities.
- 3) WAIVER OF LIABILITY: I waive and release any right I, my child, my heirs, distributes, 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, officers, agents, employees an affiliated organizations (Here in referred to as "the releases") for monetary or other damages caused by injury to my child or damage to the property of my child or myself arising from my child's participation in the activities and use of the facilities and property of any "RP" whether or not the injury or damages results from the negligence or other action, except intentional acts, of any of the releases. **(Please initial to indicate you have read this paragraph_____)**
- 4) ASSUMPTION OF 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, strong and high winds, 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 my child be allowed to take part in the activities. **I ACCEPT AND ALL RISK TO MYSELF AND MY CHILD**

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.

(Please initial to indicate you have read this paragraph _____)

- 5) INDEMNITY AGREEMENT: I agree to indemnify and hold releases harmless from any loss, liability, damage or cost, including reasonable attorney fee, they may occur due to my child'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. **(Please initial to indicate you 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.

DATE _____

PLEASE NOTE: EVERY PARTICIPANT MUST HAVE THIS FORM PROPERLY FILLED OUT, SIGNED, AND IN THE HANDS OF THE REGATTA CHAIRPERSON IN ORDER TO SAIL OR PARTICIPATE. MAKE COPIES OF THIS FORM AS NEEDED FOR EACH PARTICIPATE.

CHILD'S SIGNATURE: _____

PRINT NAME: _____

PARENT'S SIGNATURE: _____

PRINT NAME: _____

GUARDIAN'S SIGNATURE: _____

PRINT NAME: _____

ADDRESS: _____

PHONE: _____