

ASSUMPTION OF ALL RISKS, WAIVERS, AND RELEASE

This document affects your legal rights. Please read the document before signing.

Parent/Guardian First and Last Name: _____

Child's First and Last Name: _____

Parent/Guardian Address: _____

Parent/Guardian Home Phone: _(_____) _____

Parent/Guardian Cell Phone: _(_____) _____

Parent/Guardian Email Address: _____

ASSUMPTION OF ALL RISKS, WAIVERS, AND RELEASE

I acknowledge that sailing and its related activities carry various risks of property damage, injury and even death. In return for permitting the above named minor child to participate in the Richmond Yacht Club [STEMsail Program](#) (hereinafter referred to as "the event"), I, on behalf of myself and anyone else who might or could make a claim if the above named minor child is injured or killed or his/her property is damaged, DO HEREWITH VOLUNTARILY ASSUME ANY AND ALL RISKS OF ALL SUCH ACTIVITIES. BY THIS DOCUMENT, I EXPRESSLY INTEND TO AND DO HEREWITH WAIVE IN ADVANCE, AND DO HEREWITH RELIEVE AND RELEASE ALL THOSE PERSONS AND ENTITIES INVOLVED IN ANY WAY IN PUTTING ON THE EVENT (including but not limited to the Richmond Yacht Club, the Richmond Yacht Club Foundation and the STEMsail organization their officers, directors, members, volunteers, employees, servants, agents, contractors, subcontractors, heirs, next of kin, successors, or assigns, all hereinafter collectively referred to as "Hosts") FROM, ANY AND ALL LIABILITY FOR PERSONAL INJURY, DEATH, AND/OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE ABOVE NAMED MINOR CHILD'S PARTICIPATION IN THE EVENT AND/OR ANY RELATED ACTIVITIES, prior to, during, or after the event, whether on or off the water, EVEN IF SUCH INJURY, DEATH, AND/OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF SUCH PERSONS OR ENTITIES, BY THE DANGEROUS OR DEFECTIVE CONDITION OF ANY PROPERTY, PREMISES (including but not limited to the Club, docks, ramps, floats, etc.) OR EQUIPMENT OWNED OR MAINTAINED OR CONTROLLED BY THEM, AND/OR BECAUSE OF THEIR LIABILITY WITHOUT FAULT.

I agree that the jurisdiction and venue for any dispute will be Contra Costa County, California, and that California law will govern any arbitration or litigation. If any provision of this Waiver and Release is determined to be illegal, unenforceable, or otherwise invalid for any reason, such provision will be deemed to be severed and deleted. Neither such provision nor its severance and deletion shall in any way affect the validity of the remaining provisions. I have read this agreement and fully understand its contents. I am aware that this is a release of liability and a waiver of all claims, and I sign of my own free will.

MEDICAL EMERGENCY: In case of an emergency due to illness or accident, when STEMsail or Richmond Yacht Club (RYC) personnel cannot contact a Parent/Guardian, the STEMsail or RYC authorities have my permission to use their best judgment in the interest of the above named minor

child's health. It is understood that the effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that the treatment will not be withheld if the undersigned cannot be reached. I/We understand that the RYC does not provide accident medical insurance for the program participants. I/We further understand that all costs related to medical treatment shall be my/our responsibility and not the responsibility of STEMsail or Richmond Yacht Club personnel. I/We further understand that STEMsail or Richmond Yacht Club personnel may release any medical information to the medical providers.

WAIVER AND MEDIA RIGHTS ASSIGNMENT

It is not intended that the STEMsail program will be a highly publicized event but photographs and video may be taken of the participants during the program for the sole purposes of training, grant requests, advertising, promoting, reporting and disseminating information relating to the STEMsail program. The undersigned agrees to allow images and video footage to be published in any media (including but not limited to television, print and internet media). Participants will not receive remuneration for published images and/or videos. All images and video will remain the property of the Richmond Yacht Club and the STEMsail organization.

Parent/Guardian Signature for Assumption of all risks, waivers and release

The undersigned does hereby represent that he/she is, in fact, acting in such capacity and on behalf of himself/herself and the above-named minor child, agrees to and accepts all of the terms and provisions of foregoing WAIVER AND RELEASE OF LIABILITY. The undersigned further authorizes and consents to emergency medical treatment for the child should the same become reasonably necessary during the child's participation in the event and/or any related activities. The parent/guardian understands that the Richmond Yacht Club, Richmond Yacht Club Foundation and STEMsail organization will not be responsible for any medical or legal bills arising out of any incident that may occur.

Parent/Guardian Print Name

Today's Date

Parent/Guardian Sign your name on this line

Today's Date