



Oceanside Yacht Club

Learn to Sail

CONSENTS, WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY

I _____, agree to be bound by the provisions of this document until Oceanside Yacht Club receives written notice of the cancellation of this consent or until the end of the activities and to use the facilities and property of any Oceanside Yacht club, I make the following promises and warrant the truth of the following facts:

1. **FAMILIARITY WITH ACTIVITIES AND CONDUCT:** I am familiar with the programs included in the activities. I understand officers and employees of any Oceanside Yacht Club are available to discuss the activities if I should wish additional information. I will cooperate with and follow the directions of the person(s) in charge of the programs and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others.

2. **PHYSICAL ABILITY:** I am in good health, and know of no reason why I would be incapable of participating in the programs. I am a competent swimmer. I will immediately notify the designated OYC or SDAYC supervisor, if a change in my health or other condition would affect my ability to participate in the programs.

3. **WAIVER OF LIABILITY:** I waive and release any right I, my heirs, distributees, guardians, legal representatives and assigns may have or acquire to make a claim against, sue, attach the property of or prosecute Oceanside Yacht Club or any of its members, directors, officers, agents, employees and affiliated organizations (collectively, the releasees) for monetary damages caused by injury or death or damage to the property or myself arising from my participation in the activities and use of the facilities and property of Oceanside Yacht Club, whether or not the injury or damage results from the negligence or other action, except intentional acts, of any of the releasees.

4. **ASSUMPTION OF RISK:** I am aware that the activities may involve maneuvering a boat, sailboard or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong wind and high waves, sudden and unexpected immersion in deep waters and collisions with other watercraft or stationary objects such as docks, pilings and buoys. With knowledge of the dangers involved, I agree to the following:

I ACCEPT ANY AND ALL RISKS TO MYSELF OF INJURY, DEATH AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF THE OCEANSIDE YACHT CLUB, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS OF ANY OF THE RELEASEES. I VERIFY THIS STATEMENT WITH MY INITIALS HERE: _____

5. **INDEMNITY:** I agree to indemnify and hold the releasees harmless from any loss, liability, damage or cost, including reasonable attorneys fees, they may incur due to my participation in the programs 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.

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE IT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND PROMISE BY ME TO INDEMNIFY THE RELEASEES, I AGREE TO THIS CONTRACT OF MY OWN FREE WILL WITH MY SIGNATURE.

SIGNATURE

DATE

PRINTED NAME OF SIGNATURE ABOVE

