

WARNING: THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

READ CAREFULLY BEFORE SIGNING.

Benicia Yacht Club (BYC) Youth Sailing Liability Release Form

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

Instructions: Please read this Agreement carefully. Sign at the bottom. For participants under 18, a parent or legal guardian must sign.

PARTICIPANT NAME: _____ *(If participant is a minor, provide child’s name here)*

1. CONSENT AND SCOPE OF ACTIVITIES

I am voluntarily participating in Benicia Yacht Club (“BYC”) activities, including but not limited to: sailing classes, regattas, work days, vessel use, transportation to and from activities, and shore-based activities. I understand that these activities involve being on or near the water, docks, and various watercraft.

2. ASSUMPTION OF RISK

I am aware that sailing and boating are inherently dangerous activities. Risks include, but are not limited to: capsizing, collision with other vessels or fixed objects, falls overboard, drowning, exposure to elements, equipment failure, and injuries caused by maneuvers (e.g., jibing or tacking). I voluntarily assume all risks of personal injury, death, and property damage arising from my participation, whether known or unknown.

3. RELEASE AND WAIVER OF LIABILITY

I hereby RELEASE, WAIVE, AND DISCHARGE the Benicia Yacht Club, its officers, directors, employees, volunteers, members, and agents (the “Released Parties”) from any and all claims, demands, causes of action, or liability for any injury, illness, death, or property damage arising out of or related to my participation in BYC activities, **INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES**, to the fullest extent permitted by California law. If the participant is a minor, I, as parent or legal guardian, expressly agree to RELEASE, WAIVE, AND DISCHARGE any and all claims that the minor may have against the Released Parties arising out of participation in BYC activities.

4. INDEMNITY

I agree to indemnify and hold harmless the Released Parties from any claims brought by or on behalf of the participant that arise out of the participant's conduct or failure to follow safety rules, to the extent permitted by law.

5. MEDICAL AUTHORIZATION

In the event of injury or medical emergency, I authorize the Benicia Yacht Club and its representatives to obtain medical care for the participant, including transportation and treatment, as deemed necessary. I understand that I am responsible for any costs associated with such care.

6. PARENT/GUARDIAN ACKNOWLEDGMENT (MINORS)

I understand that sailing and boating activities involve inherent risks that may result in serious injury or death, and that such risks may be greater for minors. I have discussed these risks with the minor and believe the minor is capable of participating safely. I accept full responsibility for the minor's participation in BYC activities.

7. PHOTO AND MEDIA RELEASE

I grant permission for the Benicia Yacht Club to use photographs or video of the participant for promotional, educational, or marketing purposes without compensation.

8. SAFETY RULES AND RISK ACKNOWLEDGMENT

- **Life Jackets:** I understand that failure to wear a U.S. Coast Guard-approved personal flotation device (PFD) at all times while on the water significantly increases the risk of serious injury or death, and I agree to comply with this requirement at all times.
- **Sobriety:** I understand that participation in BYC activities while under the influence of alcohol or drugs significantly increases the risk of injury, and I agree not to participate in any BYC activities while under the influence of alcohol or any controlled substance.
- **Swimming:** I acknowledge that swimming ability does not eliminate the risk of drowning or injury, and I represent that the participant's swimming ability is as follows: None Weak Moderate Strong.
- I understand that failure to follow these safety rules may result in removal from activities and increases the risk of serious injury or death.

ACKNOWLEDGMENT OF UNDERSTANDING

I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND UNDERSTAND THAT IT IS A LEGALLY BINDING CONTRACT. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND HAVE THEM ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY.

This Agreement shall be governed by the laws of the State of California. If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

If signing on behalf of a minor, I certify that I am the parent or legal guardian and have authority to execute this Agreement on the minor's behalf.

SIGNATURE OF PARTICIPANT (If 18+): _____ **DATE:** _____

IF MINOR: PARENT/GUARDIAN SIGNATURE: _____ **DATE:** _____

represent that I am the parent/legal guardian of the minor named above and agree to the terms of this Release on their behalf.

Electronic Signature Notice: By typing my name and submitting this form digitally, I agree that this being treated as an electronic signature.