A logo with a flag and a checkered flag

Description automatically generated**WAIVERS AND RELEASES**

**COVID-19 SAFETY PROTOCOLS AND LIABLITY WAIVER**

It is the goal of Rainbow Races, Inc. (“Rainbow Races”) to provide a safe and educational environment for all participants.  Given the COVID-19 pandemic, it is of utmost importance that all participants be aware of and agree to comply with Rainbow Races social distancing and other protocols and procedures. Rainbow Race reserves the right to exclude anyone from participating who fails to comply with such polices and protocols and/or to immediately remove an individual from its premises. I understand that the novel coronavirus, COVID-19, a worldwide pandemic, is extremely contagious and is believed to spread by person-to-person contact; and, as a result, federal and state health agencies recommend social distancing. I recognize that Rainbow Racesand its staff are closely monitoring this situation and have put in place reasonable preventative measures aimed to reduce the spread of COVID-19. However, given the nature of the virus, I understand there is an inherent risk of becoming infected with COVID-19 by virtue of participating in Rainbow Races programsand I hereby acknowledge and assume such risk.

**RELEASE OF LIABILITY AND MEDICAL AUTHORIZATION**

In connection with my child’s (“Sailor”) participation in any of Rainbow Races sailing programs (“Program”), the undersigned, on their own behalf and on behalf of their heirs, executors and assigns, hereby agrees as follows:

It is understood that Program staff will take reasonable precautions to provide a safe environment for Program participants, however, Sailor understands that there are inherent risks in operating boats and participating in water sports activities and that injuries resulting from such inherent danger are a foreseeable possible consequence of participation in the Program. Sailor understands that in the case of an emergency Rainbow Races staff will make a reasonable attempt to contact one of the emergency contacts identified by Sailor.  In the event such contact is not possible, Sailor hereby authorizes Rainbow Races staff to provide on-site emergency aid and/or transport the Sailor to the nearest emergency medical treatment facility.

I freely accept and fully assume all dangers, hazards, and risks associated with participation in the Program. On behalf of myself, my personal representatives, heirs and agents, do hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Rainbow Races, the JPYC Foundation and their respective agents, officers, employees, members, managers, volunteers, directors, representatives, affiliates, and successors and assigns (collectively “Released Parties”) from any and all claims (of any nature and kind whatsoever, known or unknown, suspected or unsuspected), actions or losses for bodily injury, property damage, wrongful death, loss of services, attorneys’ fees or otherwise which may arise out of my use of Rainbow Races’ equipment or facilities (“Claims”). I specifically understand that I am: (i) releasing, discharging, and waiving any Claims that I may have presently or in the future for the negligent acts or other conduct by a Released Party, and (ii) agreeing to indemnify and hold harmless any Released Party for any Claims, even if caused by negligence of a Released Party. Additionally, I specifically agree to pay, indemnify, and hold harmless any Released Party for loss or damage due to my intentional, negligent or careless use or misuse of boats, equipment or facilities

**MEDIA RELEASE**

I hereby give Rainbow Races and JPYC Foundation and their respective agents, officers, employees,  managers, volunteers, directors, representatives, affiliates and successors and assigns permission to use film, video tape and/or photographs of myself for lawful marketing, promotional and/or educational and informational purposes.

**RELEASE OF INFORMATION TO PARTNER ORGANIZATIONS**

I hereby give Rainbow Races and JPYC Foundation and their respective agents, officers, employees, managers, volunteers, directors, representatives, affiliates and successors and assigns permission to share, to the extent necessary, information regarding myself with their partner organizations (e.g., First Tee Program of Greater Chicago, Siebel Sailors, etc.), so that I can participate in joint programming and projects between such partner organizations and Rainbow Races and JPYC Foundation and/or so that Rainbow Races and JPYC Foundation can engage in marketing and/or educational activities.

I hereby represent and warrant that I have carefully reviewed this Waiver/Release and fully understand and voluntarily accept its terms and conditions.

CHILD NAME (please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CHILD AGE:\_\_\_\_\_\_\_\_\_\_

CHILDS PRONOUNS\_\_\_\_\_\_\_\_\_\_

SESSION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PARENT SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT PARENT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMERGENCY CONTACT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RELATIONSHIP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_