**2022 WAIVERS AND RELEASES**

**Rainbow Races WAIVER AND DEPICTION RELEASE**

In consideration for my participation in Rainbow Races Inc Sailing Program (the “Program”), the undersigned participant (“Participant”) by countersigning below on behalf of themselves and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, “Releasors”), agree to the following:

1. I hereby grant to the Program, perpetually and irrevocably, the unconditional and exclusive right, title, and interest throughout the world to use, simulate, and portray Participant’s name, likeness, voice, personality, personal identification, and personal experiences, incidents, situations, and events, whether visual and/or audio, including without limitation photographs, videotape, film and other recordings, electronic or optical-based media, or any other form or medium whatsoever, whether now or hereafter existing, and of every kind and character (collectively “The Images”), which may be taken or taken of Participant while participating in any aspect of the Event. Participant understands and agrees that one or more of the Program will be the owner(s) of any and all right, title, and interest in and to the Images, in any derivative works, and in any merchandising, advertising, promotional, and publicity rights and materials related thereto in all media of every nature whatsoever, whether now known or hereafter devised. Participant reserves no rights with respect to such uses. Participant and acknowledge the Program’s right, title, and interest in and advertisement, promotion, distribution, and sale of products or events directly or indirectly related to the Event and/or related programming or products. Participant and agree that the Program shall have unlimited right to vary, change, alter, modify, add to, and delete from any depictions of Participant in the Images and to rearrange and/or transpose such depictions as each may determine. Participant hereby waive any right to inspect, review, or approve the Images and their use by the Program and acknowledge that they are to receive no payment with respect to any matter referred to herein and that any and all of the rights granted herein are freely assignable by Program. I HEREBY FOREVER WAIVE, RELEASE, AND DISCHARGE PROGRAM AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, ASSIGNS, AND REPRESENTATIVES (EACH A “RELEASED PARTY”) FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT RELEASORS MIGHT NOW OR HEREAFTER HAVE FOR LIBEL, DEFAMATION, INVASION OF PRIVACY, RIGHT OF PUBLICITY, INFRINGEMENT OF COPYRIGHT OR TRADEMARK, OR VIOLATION OF ANY OTHER RIGHT ARISING OUT OF OR RELATING TO ANY UTILIZATION OF THE RIGHTS GRANTED UNDER THIS DEPICTION RELEASE.

2. I hereby acknowledge that serious accidents occasionally occur during sailing activities and that mortal or serious personal injuries and/or property damage or other loss may result from participation in the Event. Participant knowingly assumes all risks of participation in the Program, including all risk of personal injury and loss of or damage to Participant or his/her property, including further injury sustained as the result of the efforts of third parties who come to the aid of Participant if injured as a result of participation in the Program. Participant agrees to abide by all rules of the Program and the Host in connection with participation in the program and understand that the failure to observe and obey such rules may result in instant revocation of Participant’s right to participate in the program. I hereby forever waive, release, and discharge each Released Party from any and all claims, demands, damages, judgments, executions, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releasor may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Participant may sustain as a result of participating in the Event or other activities related thereto. THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH PARTICIPANT’S PARTICIPATION IN THE PROGRAM EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY, EXCEPT GROSS NEGLIGENCE OR INTENTIONAL ACTS, OF ANY OF THE RELEASED PARTIES.

Electronic Signature:**\***

I/We have read, understand and agree to comply with the Rainbow Races waiver as outlined above.

**Rainbow Races code of conduct**

Rainbow Races Inc (“Rainbow Races”) goal is to provide a safe and educational environment for all participants in its programs (“Program”). Rainbow Races desires to promote mutual respect amongst its sailors, coaches, parents, members, and guests through the use of appropriate language, attitude and physical behavior. All sailors, instructors and participants are expected to understand and comply with Rainbow Races Code of Conduct both on and off the water.

All participants in Rainbow Races Programs are expected at all times to:

* Remember safety is the top priority. All safety procedures given by instructors and responsible adults must be followed.
* Ensure that you always wear a lifejacket whenever outside including, on the boat, on the dock or near the water and at other times as instructed.
* Ensure that you are familiar with and comply with the Program rules. Ensure that you follow the fundamental rules of fair sailing and display good sportsmanship on the water or on land at all times as described in US Sailings’ Rules of Sailing.
* Demonstrate mutual respect for all sailors, coaches, instructors, members or other individuals.
* Refrain from using foul/inappropriate language.
* Exhibit respect for all equipment and property, regardless of ownership.
* Demonstrate zero tolerance for:
* Bullying, hazing, intimidating, or harassing behavior.
* Verbal and/or physical threats and/or physical abuse.
* The use of alcohol, tobacco and non-prescribed drugs.
* Any weapons or the use of sharp instruments to threaten or hurt others.
* Refrain from using any electronic devices during Program hours.
* Maintain a positive attitude and be responsible for your conduct.
* Be an ambassador of Rainbow Races while attending regattas and related events.

I have read the Code of Conduct and I agree to abide by it at all times while I participates in any Rainbow Races program, including practices, classes, regattas, or other events. I understand that failure to do so will result in disciplinary action and may result in reprimand, suspension, removal, permanent banishment from Rainbow Races Program, future Rainbow Races events/classes and forfeiture of any monies previously collected.

Electronic Signature:**\***

I/We have read, understand and agree to comply with the Parent Code of Conduct as outlined above.

**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. A copy of these protocols are available here. Rainbow Races reserves the right tosuspension and/or termination anyone 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 Races Inc. (Rainbow Races)and 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.

Electronic Signature:**\***

I/We have read, understand and agree with the COVID-19 Safety Protocols and Liability Waiver.

**CONCUSSION AND SAFE SPORT INFORMATION**

**We strongly encourage sailors to take the following free online courses prior to their start date.**

**Concussion Resources:**

Sailors, especially beginner sailors, frequently get hit in the head with the boom/sail.  Rainbow Races staff are trained on preventing and reporting suspected concussion incidents. If you notice any symptoms of a concussion, please seek medical treatment from your healthcare provider and also notify Rainbow Races staff.

[What Is a Concussion? | HEADS UP | CDC Injury Center](https://www.cdc.gov/headsup/basics/concussion_whatis.html)

**RELEASE OF LIABILITY**

By executing this Release the undersigned certifies and agrees, on their own behalf and on behalf of their heirs, executors and assigns, as follows:

I understand that there are inherent risks in boating activities, participating in water sports and/or using boating equipment and facilities and that injuries resulting from such inherent danger, hazards, and risks are a foreseeable possible consequence of participation in Rainbow Races programs (“Program”).

I freely accept and fully assume all dangers, hazards, and risks associated with participation in the Program and the possibility of personal injury, death, property damage or loss resulting therefrom.

On behalf of myself, my personal representatives, heirs and agents, do hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify JPYC, 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 JPYC's/JPYC Foundation's 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

I hereby represent and warrant that I: (a) am at least eighteen (18) years of age, (b) have carefully reviewed this Release and fully understand and voluntarily accept its terms and conditions without reservation of any kind, (c) have had ample time to review this Release and to consult with appropriate persons as deemed necessary, including an attorney of my own choosing, (d) have not relied upon any representation or statement of the Released Parties, or any of their respective representatives or agents with respect to the subject matter of this Release, (e) understand that this Release is a full and final release of all Claims that I have or may have in the future against Released Parties, and (f) have all necessary legal capacity to execute and deliver this Release.

Electronic Signature:**\***

I/We have read, understand and accept the Release of Liability.

**MEDICAL AUTHORIZATION**

In connection with my (“Student”) participation in any of Rainbow Races Inc.("Rainbow Races") sailing programs (“Program”), the undersigned hereby agrees as follows:

It is understood that Program staff will take reasonable precautions to provide a safe environment for Program participants, however, Student understands that there are inherent risks in operating boats and participating in water sports activities.  Student is **not** aware of any existing health that will be aggravated by participation in the Program.  Student agrees to notify Rainbow Races immediately and in writing if, for any reason, this condition should change. Student agrees to inform Rainbow Races of any preexisting medical conditions, or impairments relevant to the safe participation in the Program including but not limited to mobility, visual or auditory issues at time of registration, in writing.

Student 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, Student hereby authorizes Rainbow Races staff to provide on-site emergency aid and/or transport the Student to the nearest emergency medical treatment facility.  Student authorizes x-ray, examination, anesthetic, medical or surgical care as Rainbow Races staff and medical personnel, in their best judgment, may deem necessary.

Student agrees to pay all costs for any treatment or medical care and to indemnify and hold harmless Rainbow Races, their respective staff, members, officers, directors, employees, agents and volunteers, and any medical personnel from any and all liability, claims or damages in connection with the provision of emergency services.

Electronic Signature:**\***

I/We have read, understand and accept the Medical Authorization Waiver.

**MEDIA RELEASE**

I hereby give Rainbow Races 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.

Electronic Signature:**\***

I/We have read, understand and accept the Media Release.

**RELEASE OF INFORMATION TO PARTNER ORGANIZATIONS**

I hereby give Rainbow Races 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, so that I can participate in joint programming and projects between such partner organizations and Rainbow Races and/or so that Rainbow Races can engage in marketing and/or educational activities.

Electronic Signature:**\***

I/We have read, understand and agree with the Release of Information to Partner Organizations.

