



Leland Yacht Club (the "LYC")

COVID-19 Waiver, Release of Claims and Assumption of Risk

Sailing School Student: _____ (the "Minor")

Date of Birth: _____

Parent/Guardian: _____ (the "Parent")

1. I am the Parent of the above-named Minor and want to have the Minor participate in the activities of the LYC. I confirm that I have the legal authority to enter into this Agreement on behalf of myself and the Minor as a condition of that participation.
2. I expressly acknowledge and agree that Minor's participation in the activities of the LYC may involve the risk of contracting the COVID-19 virus (the "Virus"), which may cause follow-on health risks (the "Risks").
3. I am fully aware of the Risks and I voluntarily, knowingly and freely assume all Risks associated with the possibility of contracting the Virus.
4. On behalf of the Minor, I represent and warrant to the LYC that the Minor is:
 - a. In good physical condition, is able to safely participate in the activities of the LYC and has no medical condition that would make the Minor's participation in the activities of the LYC more hazardous.
 - b. Is currently not experiencing COVID 19 symptoms nor has had COVID-19 symptoms in the last 14 days.
5. I understand and agree that the Minor is expected to exhibit appropriate behavior at all times while at the LYC. This includes, generally, respect for the health and welfare of other people.
6. I freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of death, bodily injury or property damage, regardless of severity, that the Minor may sustain, or may cause by infecting others, as a result of participating in the activities of or attendance at the LYC, howsoever arising, including, but not limited to, the active or passive negligence of the LYC.
7. I hereby and forever release, waive, discharge and covenant not to sue the LYC, or its employees, instructors, or agents, for any injury or damage to the Minor, or caused by the Minor, including any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of the Minor's participation in the activities of the LYC, whether caused by the negligence of the LYC or otherwise, and I will indemnify and hold harmless the LYC from any loss, liability, damage, or cost to the Minor or others that may arise out of the Minor's participation, whether caused by the negligence of the LYC or otherwise.
8. By Submitting this form, I agree to all the above terms. If any Students who I have registered or paid for shall participate in any LYC Sailing School sessions, that also shall make these terms effective as to me, and shall effectuate my agreement to the Parent Information section on the LYC Sailing School Application as well.

Parent/Guardian Signature: _____

Date: _____