LTYC Participation Agreement and Release of Liability

As student of the sailing programs offered by Lake Townsend Yacht Club, I hereby certify that:

1. I suffer from no illness, injuries or health conditions that would limit my participation in sailing

- 1. I suffer from no illness, injuries or health conditions that would limit my participation in sailing classes.
- 2. I know how to swim and am comfortable in water over my head and can tread water unaided for at least two minutes and swim 25 yards using a conventional swim stroke.
- 3. I understand that because sailing is an outdoor aquatic sport in unpredictable weather with inherent

risks, I must exercise reasonable care to protect my safety and the safety of others.

4. I will follow all instructions and rules for the class.

In consideration of being allowed to participate in any way in the sailing classes provided by Lake Townsend Yacht Club, the undersigned acknowledges, appreciates and agrees that:

- 1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, the risk of contracting a disease (including communicable diseases such as COVID-19) and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and ,
- 3. I willingly agree to comply with the stated and customary terms and conditions of participation. If however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 4. I, for myself and on behalf of my heirs, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS THE LAKE TOWNSEND YACHT CLUB, CITY OF GREENSBORO

their officers, officials, teachers, agents and/or employees, other participants, sponsoring agencies, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. Furthermore, I, or my parent/guardian, do hereby grant full permission to Lake Townsend Yacht Club to use any photographs, videotapes, motion pictures, recordings or other records of the activities of the School and to do so without compensation to myself, or my parent/guardian. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY

UNDERSTAND IT'S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS UNDER 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

Medical Authorization and Release

IN THE EVENT OF an accident, illness, or injury to the participant, myself or my minor child, while taking part in the LTYC Sailing program, under circumstances where I am physically unable to consent or am not present, I hereby authorize any physician, nurse, dentist, hospital, or emergency medical staff to administer appropriate medical treatment. The participant, or his/her parent/guardian, assumes full financial responsibility for such care as well as any applicable policy of accident/health insurance.

The participant, or his/her parent/guardian, hereby releases LTYC, its directors, members, employees, and representatives from all liability and/or claims arising out of the administration of any such medical treatment as noted above.

Please fill out the Medical Information on the Registration Form.

LET'S MAKE IT SAFE AND FUN FOR ALL

PARTICIPATION RULES

1. Mutual Respect:

- I will show respect to my instructors and classmates as they will to me.
- I will follow directions from my instructors and assist my classmates in doing the same.

2. Participation:

- As I want to learn, I will show interest and curiosity by listening attentively and asking questions during the class.
- Class is not over until ALL gear is stowed. I will do my part and then some.

3. Responsibility:

• I will take good care of the boat and other sailing equipment and return everything in good condition.

4. Safety:

• I will come prepared:

For sun protection: Sunscreen/lip balm, sunglasses, hat with a brim/long-sleeve lightweight shirt/long pants.

For wet weather: clothing that dries quickly, rain jacket, waterproof bag for clothing/wallet/phone.

For boat and water safety: Life jacket, rubber-soled shoes covering the toes, gloves to protect the hands, water bottle to keep hydrated.

- I will properly wear my PFD while on the docks or in a boat.
- I will not "sail away" but sail with the group and maintain an awareness of the wind and the boats around. If my boat capsizes, I will stay with my boat until given instructions.