



Latitude 37° 52.355', Longitude 122° 27.778'

The San Francisco Yacht Club ISAF Survival at Sea Seminar

Name _____

Phone _____

Email _____

Address _____

City / State / Zip _____

Yacht Club _____

Blue water sailing skill / experience _____

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

In consideration of The San Francisco Yacht Club and others making this activity available, I hereby agree as follows:

- Risks:** I understand and agree that sailing involves risks of injury, death and property damage from a variety of situations and causes that can change at any time without notice, including but not limited to water, wind and weather conditions, tides, currents, waves, hypothermia, immersion and drowning, equipment failure, onboard fires, interactions with other vessels, as well as with aquatic life, rocks, docks, pilings and buoys and other potential hazards. I further understand and agree that training for survival at sea will involve my being exposed to a variety of hazardous situations which, even though staged or encountered on or near land, nevertheless will present risks.
- Assumption of Risk:** To the fullest extent permitted by law, I freely and unconditionally agree to assume all risk of injury, death and property damage that may arise from participating in this program and any related activities.
- Release of Liability:** To the fullest extent permitted by law, I agree to release The San Francisco Yacht Club, International Sailing Federation (ISAF), US Sailing, Racing Yacht Management, Tiburon Fire Protection District, Belvedere Lagoon Property Owners Association, all instructors, all equipment providers, all owners, lessors and lessees of any premises and equipment involved in the activity, all other persons and organizations involved in organizing, operating, conducting, managing, promoting or sponsoring the activity, and all of their officers, directors, agents, employees and members ("Released Parties"), from any and all legal liability or responsibility for personal injury, death or property damage arising from or related to this program and any related activities, and I waive any right I might otherwise have to sue the Released Parties for negligence and any other cause for which liability may be released under California law.
- Participation:** I will abide by seminar rules and instructions, but I understand that I may withdraw at any time if I believe I am asked to do something that is beyond my skill or exposes me to undue risk. I also understand that the instructor has the right but not the duty to remove me from an activity if she/he believes that my participation may be detrimental to me or to others. There will be no refunds for participants who leave the course voluntarily or involuntarily.
- Media Waiver:** I hereby grant to The San Francisco Yacht Club and its representatives and assigns an irrevocable and unrestricted right to use and publish images of me taken during or in connection with this program and any related activities, and I agree that The San Francisco Yacht Club owns all rights to them, and the Club and its representatives and assigns may use them for any purpose and in any form, in perpetuity, and without compensation.
- Final Agreement:** This document constitutes the **final and entire agreement** regarding my participation in this program and related activities; it is binding upon the heirs, successors and assigns of all parties, and it supersedes any and all other documents or oral statements. If any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect. This document shall be governed in all respects by the laws of the State of California, irrespective of any conflicts of laws, and is intended to provide for a broad and inclusive **assumption of all risk and release of all liability to the greatest extent permitted by law**, but it is not intended to assert any claims or defenses that are prohibited by law.

READ CAREFULLY BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT

Signed: _____

Date: _____

ISAF Survival at Sea Seminar

Parental Consent for Minor

The minor and parent/guardian must *both* sign the registration form / LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT on the reverse side of this document, and the parent/guardian also must complete and sign this parental consent form before the child may participate in this seminar.

Minor's Name: _____

Age: _____

Parent/Guardian Name: _____

Relationship to Minor: _____

I warrant and represent that I am the parent and/or legal guardian of the minor named above and that I have full legal authority to sign this document and on behalf the minor named above and to waive the minor's legal rights.

I further warrant and represent that I have carefully read the LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT that accompanies this document, I understand that it includes a waiver of important legal rights. On my own behalf, on behalf of the minor named above, and on behalf of all of the minor's family, I hereby agree to all terms of this contract, including but not limited to the agreement to ASSUME ALL RISKS AND TO RELEASE all Released Parties from any legal liability to the fullest extent allowed by law.

I have familiarized myself with the potential hazards of participating in the ISAF Survival at Sea Seminar; I understand that this seminar is not a child's activity and that it is intended to train mature and experienced sailors to confront life-threatening emergencies at sea; I have asked and received satisfactory answers to any questions I may have about the seminar, and I believe that the minor named above possesses sufficient skills and maturity to participate in this activity constructively, without need for special treatment, and in a fashion that will not present increased risk to the minor or to other participants.

In the event of a medical emergency to my child, I authorize the providers of this activity to provide emergency first aid treatment and/or refer treatment to a duly licensed physician, dentist or other medical care to my child. This care may be given under whatever conditions the providers deem reasonably necessary to preserve the life, limb or well-being of my child. I agree to pay all costs associated with any medical care and related transportation for the child and to indemnify and hold harmless the course providers for any costs incurred.

READ CAREFULLY BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT

Signature of Parent/Legal Guardian: _____

Date: _____