

**HOUSTON YACHT CLUB
YOUTH ACTIVITIES
WAIVER OF LIABILITY-ASSUMPTION OF RISK-INDEMNITY AGREEMENT**

The undersigned, as the parent or legal guardian (hereafter referred to in the singular of _____ (herein referred to as the “child”), requests that the child be allowed to participate in the Houston Yacht Club YOUTH ACTIVITIES PROGRAM (herein referred to as the “activities”). These activities include, but are not limited to, sailing programs, practices, training drills, clinics, regattas, camps, and any and all other activities conducted under the auspices of the Houston Yacht Club.

1. **COVENANTS:** In return for the child being permitted to take part in the activities and to use the facilities and property of Houston Yacht Club, the undersigned makes the following promises and warrants the truth of the following facts:

A. I am familiar with the programs included in the activities, and I understand officers and employees of Houston Yacht Club are available to discuss the activities if I should wish additional information. I also understand I am solely responsible for the arrival and departure of my child at the beginning and end of the activities. I agree that Houston Yacht Club will have no responsibility for the supervision of my child at times other than during the scheduled activities. I understand that my child is expected to cooperate with, and follow the directions of, the persons in charge of the activities and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others, and that any failure to do so may result in the termination (without refund) of the child's right to participate in the activities.

B. My child is in good health, and I know of no reason why he/she would be incapable of participating in the activities. My child knows how to swim and has a general awareness of the dangers inherent with the programs included in the activities. I will immediately notify the designated Houston Yacht Club supervisor if a change in my child's health or the condition would affect my child's ability to participate in the activities.

C. I hereby acknowledge, consent, and grant permission to Houston Yacht Club, its employees or agents the right to photograph, videotape, and/or digitally record my child and to use such photo or video recording of my child in any media, now or hereafter existing, exclusively for the use in Houston Yacht Club publications or promotions without financial remuneration.

2. **WAIVER OF LIABILITY:** I waive and release any right I, my heirs, distributees, guardians, legal representatives and assigns (including insurers) may have or require

to make a claim or recovery against, sue, attach the property of or prosecute Houston Yacht Club or any of its members, directors, officers, agents, employees, volunteers, and affiliated organizations (herein referred to as "the releasees") for monetary damages caused by injury to my child or damage to the property of my child or myself arising from or related to my child's participation in the activities and the use of the facilities and property of the Houston Yacht Club, specifically including any action, except intentional acts, of any of the releasees. (Please initial to indicate you have read this paragraph. _____)

3. ASSUMPTION OF RISK: I am aware that the activities involve potentially hazardous conditions which may include, among other things, maneuvering a boat on deep waters, strong winds and high waves, sudden unexpected immersion in deep waters and collision with other watercraft or stationary objects such as docks, pilings, and buoys. With knowledge of the dangers involved, I voluntarily ask that my child be allowed to take part in the activities. I ACCEPT ANY AND ALL RISKS TO MYSELF AND MY CHILD OF INJURY, DEATH AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF HOUSTON YACHT CLUB, SPECIFICALLY INCLUDING ANY INJURY OR DAMAGE CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES. (Please initial to indicate you have read this paragraph. _____)

4. INDEMNITY AGREEMENT: I agree to indemnify and hold the releasees harmless from any loss, liability, damage or cost, including reasonable attorney's fees, they may incur due or relating to my child's participation in the activities and the use of the property and facilities of Houston Yacht Club, specifically including any such loss, liability, damage or cost resulting from the negligence or other action, except intentional acts, of any of the releasees. (Please initial to indicate you have read this paragraph. _____)

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK AND AN AGREEMENT BY ME TO INDEMNIFY THE RELEASEES, AND I SIGN IT OF MY OWN FREE WILL.

DATE: _____

Parent's Signature _____

Accepted on behalf of the Houston Yacht Club by _____

Name: _____ (Print Name)

Title: _____