

**Parents' Consent
And
Waiver of Liability - Assumption of Risk - Indemnity Agreement**

We, the undersigned parents or legal guardians (hereafter referred to in the singular) of _____(herein referred to as the "child"), request that the child be allowed to participate in the Sailing Center Chesapeake's High School Sailing Program (herein referred to as "the activities").

This agreement shall remain in effect until Sailing Center Chesapeake receives written notice of the cancellation of the consent, or until the end of the activities described above.

In return for the child being permitted to take part in the activities and to use the facilities and property of Sailing Center Chesapeake, each of us makes the following promises and warrants the truth of the following facts:

1. I am familiar with the programs included in the activities, and I understand officers of Sailing Center Chesapeake 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 each day's program. I will not allow my child to remain on the premises of Sailing Center Chesapeake after each day's program without appropriate supervision or the written permission of Sailing Center Chesapeake. I agree that the Sailing Center Chesapeake will have no responsibility for the supervision of my child at times other than during the scheduled activities. I will inform my child that he/she 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.
2. 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 or can pass the required swim test. I will immediately notify the designated Sailing Center Chesapeake's High School Program Coordinator, if a change in my child's health or other condition would affect my child's ability to participate in the activities.
3. **WAIVER OF LIABILITY:** I waive and release any right I, my heirs, distributees, guardians, legal representatives and assigns may have or acquire to make a claim against, sue, attach the property of, or prosecute the Sailing Center Chesapeake or any of its members, governors, officers, agents, instructors, 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 my child's participation in the activities and use of the facilities and property of the Sailing Center Chesapeake, whether or not the injury or damage results from the negligence or other action, except intentional acts, of any of the releasees.
4. **ASSUMPTION OF RISK:** I am aware that the activities may involve maneuvering a boat, sailboard or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong winds and high waves, sudden and 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 THE SAILING CENTER CHESAPEAKE, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES.

5. **INDEMNITY AGREEMENT:** I agree to indemnify and hold the releasees harmless from any loss, liability, damage or costs, including reasonable attorney's fees, they may incur due to my child's participation in the activities and use of the property and facilities of the Sailing Center Chesapeake, whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts, of any of the releasees.

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.

PARENT or LEGAL GUARDIAN SIGNATURE _____

DATE _____ (Print Name) _____

Photography Release

I _____ grant permission to the Sailing Center Chesapeake to use photographs of me/my child for the purposes of promoting the Sailing Center Chesapeake programs. I understand that the photograph(s) may also be used for slide shows, displays, videos, social media, and other presentations for the purpose of explaining or promoting the mission and opportunities provided by the Sailing Center Chesapeake. Photo selection, cropping, and reproduction will be determined at the Sailing Center Chesapeake's discretion.

Signature of Parent or Guardian

Date

Personal Information Release

I give permission for my name, address, phone number, and email address to be made available to other parents of students involved in Sailing Center Chesapeake activities for the purposes of exchanging information, i.e. carpooling, event coordinating, etc.

Signature of Parent or Guardian

Date