

MIAMI YACHT CLUB YOUTH SAILING FOUNDATION



PLEASE PRINT ALL INFORMATION BELOW

Name of Sailor: _____

Address: _____

City, State, Zip: _____

Parent number: _____

EMAIL: _____

WAIVER

THIS AGREEMENT CONTAINS A RELEASE AND WAIVER-READ FIRST - PROGRAMS - Waiver Agreement In consideration of the acceptance of my registration fee and of the substantial volunteer efforts of the directors, members, employees, representatives and associated volunteers for Miami Yacht Club and MYC Youth Sailing Foundation, the undersigned hereby: 1. WAIVES AND RELEASES ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION, INCLUDING THOSE OF NEGLIGENCE OR EQUIVALENT CONDUCT WHICH I MAY HAVE AGAINST THE HOST, ITS DIRECTORS, MEMBERS, EMPLOYEES, REPRESENTATIVES, ASSOCIATED VOLUNTEERS, MIAMI YACHT CLUB AND THE MYC YOUTH SAILING FOUNDATION RESULTING FROM THE HOSTING AND OPERATION SUMMER CAMP SESSIONS (hereinafter "events") AND ALL ACTIONS RELATED THERETO. 2. Acknowledges my responsibilities in the participation in these sessions, for decisions to attend and to participate in events activities, and to make certain that my boat, equipment and crew are seaworthy for the conditions, which may be encountered during participation. 3. Specially waives any statute, by incorporating its reference and citation herein, which may require such inclusion and reference in order to effect these provisions. If any provision of the agreement is not enforceable, such determination shall not affect the enforceability of the remaining provisions of this agreement. This agreement shall be construed and enforced under the laws of the State of Florida. 4. Disclaimer agreement: Contact information might be used for similar event notices.

COVID-19 Indemnification

Notwithstanding all precautionary measures, FIDS and Miami Yacht Club—and their representatives—mutually acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that they may be exposed to or infected by COVID-19 by being on the premises of Fisher Island Day School, Fisher Island, or through interaction required as a means of the two parties doing business with each other. The parties further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and death. The parties understand that the risk of becoming exposed to or infected by COVID-19 at FIDS may result from the actions, omissions, or negligence of the parties and others, including, but not limited to, FIDS's and Miami Yacht Club's employees, as well as FIDS's volunteers, and program participants and their families.

The parties voluntarily agree to assume all of the foregoing risks and accept sole respective responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that the parties may experience or incur in connection with the actions of doing business with each other. The parties, on behalf of their representatives, hereby mutually release, covenant not to sue, discharge, and hold harmless FIDS and Miami Yacht Club, their employees, agents, and representatives, from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. The parties further understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the parties, their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any joint venture by the parties.

Parent Name (Print): _____

Parent Signature: _____ Date: _____