

Waiver/Release for Communicable Diseases Including COVID-19

In consideration of being allowed to participate in Normandy Beach Yacht Club's Junior Sailing Program ("NBYC"), the undersigned acknowledges, appreciates, certifies and agrees that:

1. My participation includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness, injury, and death does exist.
2. If I have a pre-existing health condition, exposure to COVID-19, or any other infectious disease may be more likely to cause serious illness, injury, or death;
3. I understand the COVID-19 virus has a long incubation period during which carriers of the virus may not show symptoms and still be highly contagious. It is impossible to determine who has it and who does not given the current limits in virus testing.
4. I understand that COVID-19 has been declared a worldwide pandemic by the WHO and the CDC, that COVID-19 is a highly contagious disease, that the exact methods of spread and contraction are not known, that there is currently no known treatment, cure or vaccine for COVID-19 and that it is not possible to prevent against the presence of the disease.
5. NBYC cannot prevent you from becoming exposed to, contracting or spreading COVID-19 while participating in Junior Sailing or while you are on the NBYC premises for any reason; nor can it ensure that all other participants, including instructors and volunteers, or others who may be on the property during Junior Sailing, are taking precautionary measures to mitigate risks to ensure the health and safety of other participants, instructors, and volunteers, and therefore, participation in an NBYC Event involves risk of exposure to infectious disease; and;
6. 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,
7. I certify that I have not recently tested positive for, and am not exhibiting symptoms of COVID-19, which include a cough, shortness of breath or difficulty breathing, loss of taste or smell, runny nose, headache, fever, chills, muscle or body aches and/or sore throat.
8. I certify that I do not have a household family member/roommate who has recently tested positive for or exhibited the above-referenced symptoms of COVID-19.
9. I willingly agree to comply with all recommendations provided by NBYC to ensure program safety. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest instead or club official; and,
10. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS NBYC, and their officers, officials, agents, and/or employees, other participants, volunteers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Optional - Outside of Family Double Handed Crew Permission

I permit my child to sail with _____. I understand that prolonged close contact with people outside of my family increases the potential exposure to virus/infection including Covid-19. Your child will only be able to sail in the same boat with people specifically indicated here.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____