



Ida Lewis Distance Race Youth Waiver of Liability – Assumption of Risk Indemnity Agreement

****Please sign one copy for each participating child under the age of 18****

Youth Sailor Name: _____ Yacht Name: _____

I, the undersigned parents or legal guardians (hereafter referred to in the singular) of _____ (the “child”), request and consent that the child be permitted to participate in events sponsored, endorsed, or assisted by Ida Lewis Yacht Club, including the use of boats that may be owned or maintained by said Ida Lewis Yacht Club (the “activities”). Competitors and support persons shall comply with any reasonable requests from an event official including reasonable actions to implement Covid-19 guidance, protocols or legislation. Such actions, even if they later prove to have been unnecessary, are not improper actions or omissions. Failure to comply with requests may be considered misconduct. In consideration of such permission being granted, I agree as follows:

1. **WAIVER OF LIABILITY:** I for myself, my child, my heirs, personal representative and assigns forever release, remise, discharge and agree to save and hold harmless and indemnify Ida Lewis Yacht Club, its members, directors, officers, agents, employees, volunteers and owners and lessees of premises, upon which activities are held, the participants therein and the owners and lessees of all race equipment used therein (herein referred to as “the Releases”) of and from any and all liability, claims, actions, and possible causes of actions whatsoever, including negligence of any of the foregoing that may accrue to me, my child, my heirs, and personal representatives and assigns from every and any loss, damage and injury (including death) that may be sustained to me, my child and property while in, about, and enroute into and out of premises and property upon which the activities are held.

(Please initial to indicate that you have read this paragraph _____).

2. **ASSUMPTIONS 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, piers and buoys. With knowledge of the dangers involved, I voluntarily ask and consent 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 FACILITIES AND PROPERTY OF IDA LEWIS YACHT CLUB, SPECIFICALLY INCLUDING ANY INJURY OR DAMAGE CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES.**

(Please initial to indicate that you have read this paragraph _____).

3. **INDEMNITY AGREEMENT:** I agree to indemnify and hold releases harmless from any loss, liability, damage or cost including reasonable attorney’s fees they may sustain or incur due or relating to my child’s participation in the activities and use of the property and facilities of Ida Lewis Yacht Club, specifically including any such loss, liability, damage or cost resulting from the negligence or other action, of the Releases.

(Please initial to indicate that you have read this paragraph _____).

NOTICE: Rhode Island Law provides that certain persons who assist in organizing or conducting youth sport programs under the auspices of a non-profit corporation, such as the Ida Lewis Yacht Club, are immune from civil liability (RI General Laws 9-1-48).

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THE AGREEMENT INCLUDES 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’s Signature

Date