



**Eugene Yacht
Club**

(minor's printed name)

MINOR SAILING ACTIVITIES AGREEMENT

Introduction: The undersigned individual (referred to as "I" or "me") hereby certifies that I am the adult parent or legal guardian of the above identified minor child ("Child") and I consent to Child's participation in sailing activities ("Sailing") supported by Eugene Yacht Club ("EYC"), an Oregon non-profit organization, including without limitation to enter any area where Sailing takes place, or to observe or otherwise be involved for any purpose with Sailing. In consideration for EYC permitting Child to participate in Sailing, I agree to all the terms and conditions set forth in this agreement ("Agreement").

Acceptance of Risk: I understand that Sailing and other related water activities involve inherent and others risks or injury and death. The risks include, but are not limited to: physical exertion, inclement weather, capsizing of water craft, collision with other objects, immersion in water, hypothermia, accidents, or illness, equipment failure and malfunctions, drowning, loss or damage to personal property, injury to others, and damage to other's personal property. I voluntarily agree to expressly assume all risks that may results from Child's participation in Sailing. I recognize my responsibility to ensure that Child participates only in those activities for which he/she has the required skills, qualifications, training and physical conditioning. I understand that EYC shall have no responsibility to pay for medical treatment and related costs if Child is injured. Knowing the risks described above, I agree, personally and on behalf of Child, to assume all the risks and responsibilities surrounding Child's participation in Sailing.

Indemnification and Hold Harmless: I agree to indemnify and hold harmless EYC, its members, Board of Directors, agents, servants, employees, and volunteers (collectively "Releasees") from and against all claims, demands, and judgements, including attorney fees, made or recovered against Releasees including, but not limited to, damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any way related to Child's participation in Sailing (collectively "Claims"). I will notify EYC in writing of any Claims and shall cooperate with EYC in a reasonable manner to facilitate defense of such Claims.

Permission to Publish: I give EYC permission to publish photos, videos, and recordings taken of Child or I during activities related to Sailing. I understand that neither Child nor I will be paid any royalty or other compensation and I give up any right Child or I may have to payment if a photo, video, or recording is published.

Complete Contract: This Agreement constitutes the entire agreement between the EYC, Child, and me with respect to the subject matter hereto. All prior discussion, practices, policies, representations, covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the EYC, Child, and I except those expressly set forth in writing and executed by this Agreement. The parties will act in good faith and with best efforts to comply with this Agreement.

Litigation: It is agreed that in the event litigation is brought for any reason concerning this Agreement, it will be brought in the State of Oregon and in the County of Lane.

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/Guardian Signature

Today's Date

Parent/Guardian Printed Name

Medical Consent

In the event of an emergency, I _____ give permission
(print name)

for the Eugene Yacht Club Youth Sailing Program to treat or seek treatment for my
child _____ who is under the age of 18.
(print name)

Signature _____ Date: _____

Emergency Contact Information

Name: _____ Email: _____

Address: _____

Home Phone: _____ Cell Phone: _____