

## SEVERN SAILING ASSOCIATION

### MEMBER ASSUMPTION OF RISK, WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

#### FOR USE OF SSA FACILITIES AND PARTICIPATION IN SSA EVENTS

For and in consideration of Severn Sailing Association (“**SSA**” or “**Club**”) allowing me, the undersigned, to use SSA grounds, buildings, docks, premises, boats, equipment, or property of any type (collectively “**SSA Facilities**”) and participate in any capacity in an SSA sponsored **Regatta** or other SSA sponsored sailing events (collectively “**Event**” or “**Events**”), I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to the terms and conditions set forth below (the “**Agreement**”) and voluntarily make the representations set forth therein now and again at any Event while the Agreement is in effect. I understand and agree that execution of this Agreement is an absolute condition precedent for participation in any Event.

- A. **RULES AND REGULATIONS:** I hereby agree to abide by the rules, regulations, and policies of SSA, including any and all COVID-19 related health and safety measures required by the Club.
- B. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the use of SSA Facilities and the sport of sailing, and that use of SSA Facilities or participation in any Event involves risks and dangers including, without limitation: the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases such as COVID-19) trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, Event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; SSA Facilities issues; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of SSA; and other undefined, not readily foreseeable and presently unknown risks and dangers (“**Risks**”). In particular, I am aware of the risks of COVID-19 exposure, infection, or illness if I participate in any Event, and that such exposure may result in illness, personal injury, permanent disability, and death. SSA has put in place certain preventive measures to reduce the spread of COVID-19; however, the Club cannot and does not guarantee that I and others participating in any Event will not become exposed to or become infected with COVID-19. For purposes of this release, assumption of risk, waiver, and indemnity, I assume that the preventive measures put in place by the Club to protect participants and others from COVID-19 will not be sufficient.
- C. **ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others using or on SSA Facilities or participating in any Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and

responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my use of SSA Facilities or participation in an Event. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any Event.

- D. **RELEASE AND INDEMNITY:** In consideration of my use of SSA Facilities or participation in an Event, I hereby release from liability and waive any claims against SSA, its licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers, directors, employees, members, volunteers, representatives, agents, and contractors of SSA and the other organizations, entities or persons referenced herein (the “**Released Parties**”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate in any way to my participation in an Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties to the fullest extent allowed by law. Further, I agree to indemnify, defend, and hold harmless the Released Parties against and from any and all Liability imposed on, incurred by, or asserted against any Released Party resulting from, arising out of, in connection with, or relating to my breach of this Agreement or any act or omission whatsoever by me (or my crew).
- E. **STATEMENT OF HEALTH:** By signing this document, I further represent that to the best of my knowledge that now and at the time I use any SSA Facilities or the date of each Event: 1) neither I nor anyone living in the same household with me is infected with COVID-19 and do not have any symptoms thereof, including, but not limited to: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell; 2) I and all those living in the same household with me have been following the CDC COVID-19 guidance and have complied with all applicable state and local health directives or orders then in effect including without limitation, to sheltering in place, wearing masks or face coverings in public, practicing social distancing, washing hands frequently, staying out of crowded indoor spaces and avoiding mass gatherings), and 3) I and all persons living in the same household with me have not been exposed in the two weeks before an Event to a person known or believed by me or those living with me to be infected with COVID-19. If you cannot make these representations without reservation or if there is any doubt in your mind whether you can do so at the date of an Event, you may not participate in the Event, and we ask that you not come to SSA, use any SSA Facilities, or enter SSA property.
- F. **COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding the subject matter of this Agreement and no oral or written representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions therein.
- G. **TERMINATION AND CHOICE OF LAW:** This Agreement shall continue in effect indefinitely, but I may be required to sign new waivers and releases each year to be eligible to participate in Events during that year. This Agreement may only be

amended, superseded or terminated by an agreement in writing required by SSA and signed by both parties to the Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, including the Uniform Electronic Transaction Act, (Maryland Code 21-106), without regard to the choice of law rules thereof.

- H. **ELECTRONIC SIGNATURE:** The undersigned understands that by checking the designated box for this on-line Agreement, or other box so indicated, he or she agrees to conduct an electronic transaction with SSA and electronically sign a binding contract with the same legal effect as if he or she had physically signed his or her name to a paper copy of the Agreement. The undersigned acknowledges that he or she can download a copy of the Agreement. The undersigned shall be deemed to have ratified this Agreement each time that he or she uses SSA Facilities or participates in an Event.

**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, WAIVER FROM LIABILITY, INDEMNITY PROVISION, AND AGREEMENT TO CONDUCT AN ELECTRONIC TRANSACTION.**

By signing electronically I (as the participant or as the Parent/Legal Guardian on behalf of the minor identified by me in this electronic submission) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in the Event or Events and use of SSA Facilities.