

Lake Norman Yacht Club
Junior Program – Parent’s Consent

WAIVER OF LIABILITY – ASSUMPTION OF RISK – INDEMNITY AGREEMENT

We, the undersigned parents or legal guardians (hereafter referred to in the singular) of _____ (herein referred to as the “child”) request that the child be allowed to participate in activities of the Junior Program at the Lake Norman Yacht Club (herein referred to as “activities”).

This agreement shall remain in effect until the Junior Program of the Lake Norman Yacht Club receives our written notice canceling this waiver, or the end of the activities described above.

In return for the child being permitted to take part in the activities and to use the facilities and property of the Lake Norman Yacht Club, each of us makes the following promises and warrants the truth of the following facts:

1. I am familiar with the programs included in the activities. I understand officers and other representatives of the Lake Norman Yacht Club (herein referred to as “LNYC”) are available to discuss the activities if I should wish additional information. I also understand I am solely responsible for the arrival and departure of my child at the beginning and end of each day’s program. I will not allow my child to remain on the premises of LNYC after each day’s program without my or appropriate supervision or the written permission of the LNYC. I agree the LNYC will have no responsibility for the supervision of my child at times other than during scheduled activities. I will inform my child that he/she is expected to cooperate with, and follow the direction of, the persons in charge of the activities and that they act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others.
2. My child is in good health. I know of no reason why he/she would be incapable of participating in the activities. My child knows how to swim. I will immediately notify the designated LNYC supervisor, if a change in my child’s health or other condition would affect my child’s ability to participate in the activities.
3. **WAIVER OF LIABILITY:** I waive and release any right I, my heirs, distributees, guardians, legal representatives and assigns may have or acquire to make a claim against, sue, attach the property or prosecute LNYC or any of its members, directors, officers, agents, employees and affiliated organizations (herein referred to as “the releases”) for any damages caused by injury to my child and or damage to the property of my child or myself arising from my child’s participation in the activities and use of the facilities and property of LNYC, whether or not the injury or damage results from the negligence or other action, except intentional acts, of any of the releases.
4. **ASSUMPTION OF RISK:** I am aware that the activity may involve maneuvering a boat, sailboat or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong winds and high waves, sudden and unexpected immersion in deep waters and collisions with other watercraft or stationary objects such as docks, pilings and buoys. With knowledge of the dangers involved, I voluntarily ask 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 THE FACILITIES AND PROPERTY OF THE LAKE NORMAN YACHT CLUB, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS OF ANY OF THE RELEASES.
5. **INDEMNITY AGREEMENT:** I agree to indemnify and hold the releases harmless from any loss, liability, damage or cost, including reasonable attorney fees, they may incur due to my child’s participation in the activities and use of the property and facilities of LNYC, whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts of any of the releases.

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 RELEASES, AND I SIGN IT OF MY OWN FREE WILL.

DATE: _____

PARENT’S SIGNATURE: _____

PARENT’S SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____