



KANEOHE YACHT CLUB
Junior Activities
Consent and Waiver of Liability, Assumption
of Risk & Indemnity Agreement for Minor

The undersigned parents or legal guardians (hereafter referred to in the singular) of _____ (herein referred to as "my Child"), request that my Child be allowed to participate in any Kaneohe Yacht Club Junior Activities (herein referred to as the "Activities").

In return and consideration for my Child being permitted to participate in the Activities and to use the Kaneohe Yacht Club's facilities and its boats, sailboards, and other property ("Equipment") as permitted by the Club, the undersigned agrees and represents as follows:

1) PARTICIPATION AND RESPONSIBILITIES: I am familiar with the programs included in the Activities, and I understand that officers and employees of Kaneohe Yacht Club (the "Club") are available to discuss the Activities if I should wish additional information. I will inform my Child that he/she is required to cooperate with and follow the directions of the persons in charge of the Activities, to abide by the Code of Conduct and Safety Agreement, and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others. I also understand that I am solely responsible for the arrival and departure of my Child at the beginning and end of the Activities. I will not allow my Child to remain on the Club's premises after the Activities without appropriate supervision or the written permission of the Club. I agree that Kaneohe Yacht Club will have no responsibility for the supervision of my Child at times other than during the scheduled Activities.

2) HEALTH OF CHILD: My Child is in good health, and I know of no reason why he/she would be incapable of participating in the Activities. My Child knows how to and can swim. I will immediately notify the designated Kaneohe Yacht Club supervisor, if a change in my Child's health or other condition would affect my Child's ability to participate in the Activities.

3) ASSUMPTION OF RISK: I am aware that the my Child's participation in the Activities, use of the Equipment, and use of the facilities and property of the Club will involve maneuvering the Equipment on deep waters in potentially hazardous conditions which may include, among other things, strong wind and high waves, sudden and unexpected immersion in deep waters, and collision with other watercraft or stationary objects such as docks, pilings and buoys. Additional risks include, but are not limited to, a broad range of events that can happen while working shore side to prepare the Equipment, visiting waterfront areas, docks, ramps, gangways, and paddling, kayaking or sailing on bays, rivers and the ocean. Some of those additional risks include line handling accidents, tripping, falling, slipping, losing balance, falling overboard, falling into shallow or deep water, and drowning. I recognize that these and other risks include the possibility of personal injuries and even death. I am choosing to allow my Child to use the Equipment in spite of these risks. With knowledge of the dangers involved, I voluntarily request and agree that my Child be allowed to participate in the Activities, use the Equipment, and use the facilities and property of the Club. **ON BEHALF OF MYSELF AND MY CHILD, I ACCEPT AND ASSUME ANY AND ALL RISKS TO MYSELF AND / OR MY CHILD OF LIABILITY, INJURY, DEATH AND PROPERTY DAMAGE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING PARTICIPATION IN THE ACTIVITIES, USE OF THE EQUIPMENT AND THE USE OF THE FACILITIES AND PROPERTY OF THE CLUB WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS OR GROSS NEGLIGENCE, OF ANY OF THE RELEASEES.**

4) RELEASE AND WAIVER OF LIABILITY: On behalf of my Child and myself, I hereby waive and release any rights that we, our heirs, guardians, legal representatives and assigns may have or acquire to make a claim against, sue, attach the property of or prosecute the Club or any of its members, directors, officers, agents, volunteers, attorneys, employees and affiliated organizations (herein referred to as "the Releasees") for monetary damages caused by injury to my Child (including death) or damage to the property of my Child or myself arising from my Child's participation in the Activities, use of the Equipment, and use of the facilities and property of the Club, whether or not the injury or damage results from the negligence or other action (except gross negligence or

intentional acts) of any of the Releasees.

I intend this agreement to release both known and unknown claims and expressly waive all rights, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

I understand that by making and signing this agreement, I surrender valuable rights, on my own behalf and on behalf of my Child, including but not limited to rights to make claims and defenses. I do so freely and voluntarily.

5) INDEMNIFICATION. I agree to indemnify, defend and hold the Releasees harmless from any loss, liability, actual damage, consequential damage, or cost, including reasonable attorney's fees, they may incur due to my Child's participation in the Activities, use of the Equipment, and use of the facilities and property of the Club whether or not such loss, liability, damage or cost results from the negligence or other action, except gross negligence or intentional acts, of any of the Releasees.

I further expressly agree that the foregoing release, waiver, assumption of risk, and indemnification are intended to be as broad and inclusive as is permitted by law and that if any portion, clause or sub-clause hereof is held invalid, the balance shall, notwithstanding, continue in full force and legal effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDFEMNIFICATION, AND I SIGN IT OF MY OWN FREE WILL.

Parent/Legal Guardian Name

Signature

Date



CODE OF CONDUCT & SAFETY AGREEMENT

We think that you will have an amazing and fun experience participating in junior activities at the Kaneohe Yacht Club. In order to encourage safety and to ensure that the class does not disrupt the Clubhouse atmosphere, we have set forth the following rules:

- Life jackets **MUST** be worn while on the dock and while in a boat or on a board (Club does not provide life jackets).
- Sailing is a potentially dangerous activity which includes the risk of head injuries as a result of contact with the boom or other boat part. Though not required by the Club for this program, sailing-specific helmets are recommended (Club does not provide sailing helmets).
- At the start of each class session, each participant must pass a swim test that includes swimming two lengths of the Club pool (without assistance or life jacket) and treading water for a length of time that will be specified.
- Instructors/Coaches/Lifeguards/Staff must be obeyed at all times. Disrespectful behavior towards the instructors will not be tolerated.
- Bullying or any other form of disrespectful behavior will not be tolerated.
- Dangerous behavior will not be tolerated.
- Foul language and verbal and physical arguments are prohibited.
- Shoes must be worn at all times.
- The boat/board that you will be using is your responsibility. You agree to be financially responsible for replacement parts and repairs necessary as a result of neglect, but not for ordinary wear and tear.
- Persons under the age of 21 are not permitted to enter the Club bar.
- Participants/non-employees are not permitted in the Front Office.
- A courtesy phone is provided in the alcove by the Ma Schultz lounge. Please refrain from asking the Front Office to use their phone.
- A beverage machine is available for purchasing soft drinks and bottled water (a drinking fountain is also available). The Front Office is not responsible for providing change for use in the machine nor issuing refunds should the machine malfunction.
- Club facilities (i.e. pools, Gazebo, tennis courts, Bar, Galley) are for member use only (and their accompanied guests). Parking is reserved for Members only. Non-members may drop off/pick up class participants but may not park inside.
- Pool rules will be enforced. Children not following the rules may be banned from pool use, as deemed appropriate. Children ages 9 and under must be under the direct supervision of an adult who has specifically agreed to be responsible for their safety. There may not be a lifeguard on duty. A copy of the full pool rules can be found on the Club website.
- All Kaneohe Yacht Club Rules & Regulations shall be abided by.

Participants violating any of the above rules will be subject to consequences depending upon the severity of the incident, which may include a warning, a time-out, trash-duty (or other similar activity), and suspension or expulsion from the program. If the instructors determine that a child has become detrimental to the functioning of the program, that child will be sent home. Please ensure that a parent or guardian or the designated emergency contact is reachable during the hours the participating sailor is with us.

Parents/Legal Guardian are responsible for explaining these rules to their child.

I have read these rules and agree to abide by them:

Parent/Legal Guardian Name

Signature

Date

AUTHORIZATION FOR AND CONSENT TO TREATMENT OF A MINOR

The undersigned parent or legal guardian of _____, a minor (the "Child"), does hereby consent to any emergency x-ray, anesthetic, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by and is to be rendered under the general or special supervision of any duly licensed physician, surgeon, or medical professional.

It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required for the Child but is given to provide permission and authority for diagnosis, treatment or hospital care which the aforementioned physician in the exercise of his best judgment may deem advisable on an emergency basis or when parents or guardians cannot be reached. The Kaneohe Yacht Club and its agents do not assume any financial responsibility for such medical care by presenting this authorization to medical providers.

This Authorization Shall Remain Effective Until Revoked In Writing.



PHOTO RELEASE

The undersigned parent or legal guardian of _____, a minor, does hereby authorize agents of Kaneohe Yacht Club ("the Club") to photograph the minor while in its care and agrees that the Club may use such electronic and print photos in the Club's reasonable discretion for the support and promotion of the Club. Photo use may include but is not limited to posting on the Club's website and internet social media pages, placement in the yacht club newsletter, inclusion in sailing camp promotional flyers, and similar uses.

This authorization and consent shall remain in effect until revoked in writing.

Parent Signature