

Port Madison Yacht Club Sailing School

PMYC Medical/Liability Waiver

Please note: All participants must have a completed and signed Medical Information/Liability waiver on file to participate in any Port Madison Yacht Club activity. Completed waivers may be emailed to: sailingschool@portmadisonyc.org

Participant Information:

| Name | Date of Birth | |
|----------------|-----------------|--|
| Primary Phone | Secondary Phone | |
| Street Address | | |
| City/State/Zip | | |
| Email | | |

Medical/Emergency Information:

| Emergency Contact Name 1 | Relationship |
|---|-----------------|
| Primary Phone | Secondary |
| | Phone |
| Emergency Contact Name 2 | Relationship |
| Primary Phone | Secondary Phone |
| Medical Conditions, allergies, concerns or disabilities | Medications |

Port Madison Yacht Club keeps your information in the strictest of confidence and will never knowingly release it to a third party. We may use your information to contact you about PMYC news and opportunities. If you receive communications from us and no longer wish to receive them, you may opt out at any time.

(continued on reverse)

PMYC Waiver of Liability

- 1) I recognize sailing, swimming, paddling, and other watersports can be hazardous activities that may result in serious injury or death. I accept the risks inherent in sailing, swimming, paddling, and watersport activities offered by Port Madison Yacht Club.
- 2) I agree <u>to release, hold harmless and indemnify</u> Port Madison Yacht Club, board members, officers, members, agents, employees, volunteers and insurers for any claims brought by the minor for any injury or damage resulting from any cause, including negligence, which arise out of participation in these programs. This release is binding as to any other persons, including family members, heirs, and executors. This release does not apply to gross negligence or intentional acts.
- 3) In consideration of the agreement of Port Madison Yacht Club, to offer use of a boat to me, I agree to release, indemnify and hold harmless Port Madison Yacht Club, board members, officers, members, agents, employees, volunteers and insurers in the event of any accident, damage or injury resulting from my use of said boat. I further agree that I am solely responsible for any expenses incurred due to damage, loss of property or personal injury suffered by Port Madison Yacht Club, members of my party or any third parties, resulting from my use of this boat.
- 4) I authorize the program organizers or their instructors to sanction emergency treatment.
- 5) I permit Port Madison Yacht Club to use photos and quotes of the participant in their publications.
- 6) Parents, custodians, legal guardians, and all other agents and assigns of any minor child or adult, whether a student, registrant, participant, or spectator, at or near Port Madison Yacht Club property, regardless of whether utilizing any Port Madison Yacht Club equipment, at any time either before, after, or during any lesson, class, or other event, regardless of whether Port Madison Yacht Club is officially open or closed, hereby waive the right to take any legal action Port Madison Yacht Club, and agree and affirm to hold harmless Port Madison Yacht Club from any legal or equitable cause of action, for any reason. By signing below, the person signing this wavier agrees and affirms that he or she is giving up substantial legal rights. He or she further agrees that, notwithstanding this agreement, Port Madison Yacht Club reserves the right to mandatory mediation and/or arbitration, in any appropriate jurisdiction, as to any and all potential legal actions against it, both now or at any point and in the future.
- 7) I permit Port Madison Yacht Club to verify participant's swim license status with Bainbridge Aquatic Center or alternative equivalent facility as provided by applicant.

My signature below means I have read, understood, and agree to the conditions and responsibilities as outlined in this Agreement.

| Participant's nam | e (print): | | |
|-------------------|-------------------------------------|-------|--|
| Signature: | | Date: | |
| <u> </u> | (parent/legal guardian if under 18) | | |