

AGREEMENT, WAIVER AND RELEASE

THIS AGREEMENT, WAIVER AND RELEASE is made this ____ day of _____, 20____, by and between Annapolis Yacht Club (“AYC”) and _____, the Parent(s) and/or Legal Guardian(s) (“Parents”) of the Minor _____ (“Minor”).

Recitals

Parents acknowledge, consent and grant permission for Minor to be a member of AYC Junior Fleet. Parents further acknowledge, consent and grant permission for Minor to use and enjoy property and facilities offered in connection with AYC Junior Fleet and to participate in activities as a member of AYC Junior Fleet including, but not limited to, travel to other states, boating, sailing, sailing lessons, sailboat racing and other water-related sports or activities in the State of Maryland or elsewhere. Parents affirm that they have the authority to act as stated in this Agreement, Waiver and Release.

Release

In consideration of becoming a member of AYC Junior Fleet, and participation in the activities of AYC Junior Fleet, Parents, for themselves and for Minor and his/her legal representatives, heirs and assigns hereby release, waive and discharge AYC, its officers, members, owners, managers, agents, employees, representatives and tenants from all liability for any and all loss or damage, and any claim for damages resulting from Minor’s membership in AYC Junior Fleet and/or participation in the activities of AYC Junior Fleet, or accidental injury, to Minor’s person or property including injury resulting in death.

Parents waive any and all rights to claims for AYC’s negligence resulting in bodily injury, death or property damage while the Minor is in or upon the property of AYC, or while participating in any AYC activity in the State of Maryland or elsewhere.

Parents agree to indemnify and hold harmless AYC, and its officers, members, owners, managers, agents, employees, representatives and tenants from any loss, liability, damage or cost AYC may incur as a result of Minor’s activities while participating in activities of AYC Junior Fleet.

Parents acknowledge that Minor is in the care of AYC while Minor participates in activities of AYC Junior Fleet, either in the State of Maryland or elsewhere. Parents hereby authorize and consent that AYC, and any of its officers, members and/or employees, may seek

and provide any and all medical care and attention on behalf of Minor should injury, regardless of the extent, occur to Minor, and further authorize all physicians, hospitals and other medical providers to administer all required medical care and treatment to and for Minor, without further notice or written authorization. It is understood by and between AYC and Parents that all efforts will be made to contact and inform Parents of any injury, but that such contact, whether successful or not, shall not prevent the administering of any necessary medical attention and treatment as consented to herein. Parents acknowledge that they will remain responsible for the costs of all such medical treatment and agree to indemnify and hold harmless AYC from any such costs.

Parents acknowledge that the boats and/or other property of AYC and others will be used by members of AYC Junior Fleet and are subject to normal wear and tear. Parents hereby agree to be responsible and pay for for any property damage, beyond normal wear and tear, as defined by AYC, to the boats and/or other property of AYC and others used by Minor as a member of the AYC Junior Fleet.

Parents expressly agree that this Agreement, Waiver and Release shall be governed by and construed in accordance with the laws of the State of Maryland, that it is intended to be broad and as inclusive as permitted by the laws of the State of Maryland, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Parents acknowledge that they understand and have been fully informed of the contents of this Agreement, Waiver and Release by reading it before signing below.

In witness whereof, Parents have executed this Agreement, Waiver and Release the day and year first above written.

Parent(s)/Legal Guardian(s)_____

Print Name(s): _____

Relationship(s) to Minor: _____

Address: _____

Telephone Number: _____

Course: _____