



# Edward Teach Youth Sailing Association

## **2017 Medical/Liability Waiver**

*Please note: All participants must have a completed liability waiver on file to participate in any ETYSA activity. Completed waivers may be emailed to [secretary@etysa.org](mailto:secretary@etysa.org).*

### Participant Information:

<b>Name:</b>	<b>Date of Birth:</b>		
Address			
email address			
Primary phone			
<b><u>Medical/Emergency Info:</u></b>			
Emergency contact Name:			
Relationship:			
Primary phone:			
Medical Conditions/ Concerns:			
Medications:			

ETYSA 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 ETYSA news and opportunities. If you receive communications from us and no longer wish to receive them, you may opt out at any time.

### **Waiver of Liability**

1) I recognize sailing, paddling, and other watersports can be hazardous activities that may result in serious injury or death. I accept the risks inherent in sailing, paddling, and watersport activities offered by ETYSA.

2) I agree to release, hold harmless and indemnify ETYSA, Blackbeard Sailing Club, their boards, officers, members, agents, employees, and insurers for any claims brought for any injury or damage resulting from any cause, including negligence, which arise out of participation in their 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 ETYSA to allow my participation in their activities, I agree to release, indemnify and hold harmless ETYSA, Blackbeard Sailing Club, their boards, officers, members, agents, employees and insurers in the event of any accident, damage or injury resulting from my use of any club equipment or boats. I further agree that I am solely responsible for any expenses incurred due to damage, loss of property or personal injury suffered by ETYSA, BSC, members of my party or any third parties, resulting from my use of club property

4) I authorize the program organizers or their employees to sanction emergency treatment.

5) I permit ETYSA to use photos and quotes 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 ETYSA or Blackbeard Sailing Club property, regardless of whether utilizing any ETYSA or BSC equipment, at any time either before, after, or during any lesson, class, or other event, hereby waive the right to take any legal action against ETYSA and Blackbeard Sailing Club, and agree and affirm to hold harmless ETYSA and Blackbeard 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, ETYSA and BSC reserve the right to mandatory mediation and/or arbitration, in any appropriate jurisdiction, as to any and all potential legal actions against them, both now or at any point and in the future.

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

Participant's name (print):

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(parent/legal guardian if under 18)

**Boating Use Agreement** (to be signed if Participant will be operating any vessel)

I am aware of and familiar with the risks and dangers involved in boating, I am familiar with the type of vessel I am using and its operation. I am aware of the possibility of varying weather conditions and I am capable of properly handling the boat under any conditions. I am a capable swimmer, and I will wear a lifejacket at any time of operation, as will my child (if applicable). I will inspect the boat before departure and will not depart unless I am certain of its soundness and good condition. If there is a maintenance problem, I will report it immediately.

Participant's name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(parent/legal guardian if under 18)