

**BELLINGHAM YACHT CLUB**  
**RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE, AND**  
**AGREEMENT TO INDEMNIFY AND HOLD HARMLESS**

I, \_\_\_\_\_, am the parent or guardian of \_\_\_\_\_, a minor child (Child), age \_\_\_\_\_, and hereby consent and authorize Child to participate in the sailing programs operated by the Bellingham Yacht Club (BYC), including, but not limited to, the BYC's Youth Sailing Classes (Sailing Programs).

I understand that there are certain risks that are inherent in sailing, than can result in serious bodily injury, death, or damage to property. Risks may result from acts or omissions of Child, other persons participating in BYC Sailing Programs, operator of boats, conditions, including weather, in which such activities take place, and forces of nature. Risks include injuries occurring when, but not limited to, on the boat or dock, rigging/unrigging, docking, casting off, handling lines and spars, maneuvering, colliding with boats or stationary objects, capsizing, and travelling to or from regattas or activities related to BYC Sailing Programs. Injuries can include, but are not limited to, sprains, dislocations, fractures, lacerations, concussions, hypothermia, paralysis, and drowning. I am aware of the risks and types of injuries listed above and acknowledge that the risks and injuries listed above are not exclusive.

Before allowing Child to participate in the BYC Sailing Programs, I have carefully considered the risks and injuries above, his or her age, health, physical condition, ability to learn, understand, and follow instruction, and the suitability of the BYC Sailing Programs and I ACCEPT ALL RESPONSIBILITY FOR SUCH DECISION AND ALL RISKS of injury, death, or property damage. In consideration for his or her participation in the BYC Sailing Programs, I freely and voluntarily RELEASE THE BYC FROM ALL LIABILITY, WAIVE THE RIGHT TO SUE, AND AGREE TO INDEMNIFY AND HOLD THE BYC HARMLESS FROM ANY AND ALL LIABILITY WHATSOEVER, FOR PERSONAL INJURY, INCLUDING DEATH AND DAMAGE TO PROPERTY WHETHER RESULTING FROM NEGLIGENCE OR OTHERWISE.

I further agree to allow use of any photos of the participant taken while enrolled in the lesson program to be used for promotional purposes for BYC, including but not limited to the BYC website and promotional brochures.

I further understand and agree that as used herein, BYC means its members, officers, directors, agents, employees, volunteers, and all persons acting in association therewith or subject to the control, direction, or supervision thereof, or in conjunction with the BYC Sailing Programs. I further expressly affirm that I have full lawful authority as the parent or guardian of Child to sign this RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE, AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS in such capacity and that the BYC will rely on such affirmation.

I understand by signing this RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE, AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS, I GIVE UP, FOREVER, my right, and those of \_\_\_\_\_, any heir, representative, or assign, TO RECOVER DAMAGES FOR SUCH INJURY, DEATH, OR DAMAGE TO PROPERTY, I have READ, UNDERSTAND, AND AGREE to all terms and conditions above, and I acknowledge receipt of a copy of this document.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017, \_\_\_\_\_; \_\_\_\_\_  
Signature Driver's License #

*For BYC use only:* Received by \_\_\_\_\_ Print Name \_\_\_\_\_