

**Pontiac Yacht Club / DCDS
Parents Consent**

Waiver of Liability - Assumption of Risk - Indemnity Agreement

The undersigned parents or legal guardians (hereafter referred to in the singular) of _____ (herein referred to as the "child", request that the child be allowed to participate in any and all activities associated with Pontiac Yacht Club (herein referred to as "the activities"). This agreement shall remain in effect until Pontiac Yacht Club receives written notice of cancellation of the consent or until the end of the activities described above. In return for the child being permitted to take part in the activities and to use the facilities and property of Pontiac Yacht Club each of us makes the following promises and warrants the truth of the following facts:

1. I am familiar with the programs included in the activities, and I understand officers, directors and employees of Pontiac Yacht Club are available to discuss the activities if I should with additional information. I also understand I am solely responsible for the arrival and departure of my child at the beginning and the end of each day's program. I will not allow my child to remain on the premises of Pontiac Yacht Club after each day's program without appropriate supervision or the written permission of Pontiac Yacht Club. I agree Pontiac Yacht Club will have no responsibility for the supervision of my child at times other than during the scheduled activities. I will inform my child that he/she is expected to cooperate with and follow the directions of the person in charge of the activities and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others.
2. 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 swim. I will immediately notify the designated Pontiac 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. **WAIVER OF LIABILITY.** I waive and release any right I, my heirs, distributees, guardians, legal representatives and assigns I may have or acquire to make a claim against, sue, attach property or to prosecute Pontiac Yacht Club or any of its directors, officers, agents, employees, and affiliated organizations (herein referred to as the "releases") for monetary damages caused by injury to my child or damage to the property of my child or myself arising from my child's participation in the activities and use of the facilities and property of Pontiac Yacht Club whether or not the injury or damage results from the negligence or other action, except intentional acts, or any of the releasees. (Please initial to indicate you have read this paragraph. ____; ____)
4. **ASSUMPTION OF RISK:** I am aware that the activities may involve maneuvering a boat, sailboard, or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong winds and high waves, sudden and unexpected immersion in deep waters and collisions with other watercraft or stationary objects such as docks, pilings and buoys. With knowledge of the dangers involved, I voluntarily ask that my child be allowed to take part in the activities. I **ACCEPT ANY AND ALL RISKS TO MYSELF AND MY CHILD OF INJURY, DEATH**

AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF PONTIAC YACHT CLUB, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES. (Please initial to indicate you have read this paragraph. ____; ____)

5. INDEMNITY AGREEMENT: I agree to indemnify and hold the releasees harmless from any loss, liability or damage or cost, including reasonable attorneys fees, they may incur due to my child's participation in the activities and use of the property and facilities of Pontiac Yacht Club, whether or not such loss, liability, damage or cost results from the negligence or other action, except intentional acts, of any of the releasees. (Please initial to indicate you have read this paragraph. ____; ____)

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK AND AN AGREEMENT BY ME TO INDEMNIFY THE RELEASEES, AND I SIGN IT OF MY OWN FREE WILL.

DATE: ____/____/____

PARENT'S SIGNATURE _____

PRINT NAME _____

PARENT'S SIGNATURE _____

PRINT NAME _____

(Both Parents must sign).