

PARENTAL PERMISSION TO JOIN MORRO BAY JUNIOR YACHT CLUB
RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF ALL RISK AND INDEMNITY AGREEMENT
CONSENT FOR MEDICAL TREATMENT

I give permission for _____ **[insert minor child's name]** to join the Morro Bay Junior Yacht Club (Hereinafter, "MBJYC") and to participate in all of its activities. I have discussed the foregoing rules with my minor child and agree, on his/her behalf, which he/she will act in accord with each rule listed on the front of this page and on the posted policy statement. I take full responsibility for my minor child's behavior while at the Morro Bay Yacht Club. I understand that annual dues are due at the time of application, and there is no refund nor pro-ration.

I understand that I am financially and otherwise responsible for any damage to any boat or property or any injury caused by my minor child's negligent or intentional behavior. I will instruct my minor child to follow all rules of due care and of the instructions of the supervising adults to avoid any such damage or injury.

RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to attend, compete, officiate, observe, be a spectator, work for, or participate in any way in Morro Bay Yacht Club (Hereinafter, "MBYC") MBJYC Event(s) (defined as any event conducted by and/or sponsored by and/or endorsed by the MBYC or MBYJC (collectively, "MBJYC"), or being permitted to enter for any purpose any area in which MBJYC Event(s) are conducted, EACH OF THE UNDERSIGNED for her/his minor child _____ **[Insert minor child's name]** as well as for himself/herself, his/her personal representatives, heirs and/or next of kin:

1. ACKNOWLEDGES, agrees and represents that he or she has or will, immediately upon entering any such area of MBJYC Event(s), and will continuously thereafter, inspect such area of entry and he or she further agrees and warrants that if at any time he or she feels or observes any thing or condition in the said area to be unsafe, he or she will immediately advise the officials of such thing or condition, and will leave the said area and/or refuse to participate in the MBJYC Event(s);

2. HEREBY RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS and COVENANTS NOT TO SUE the MBJYC, and/or any officer, member or representative of the foregoing, or any spectators, all of which are jointly and sometimes referred to herein as the "Releases," from ANY AND ALL LIABILITY to the undersigned, his or her personal representatives, assigns, heirs and/or next of kin, FOR ANY AND ALL LOSS OR DAMAGE, and any claim or demands therefor on account of INJURY to the undersigned's person or property, or resulting in the DEATH arising out of or related to the MBJYC Event(s) in any way whatsoever, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;

3. HEREBY AGREES TO INDEMNIFY and SAVE AND HOLD HARMLESS the Releases and each of them from any LOSS, LIABILITY, DAMAGE OR COST he or she may incur arising out of or related to the MBJYC Event(s) in any way WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;

4. HEREBY ASSUMES full responsibility for ANY RISK OF BODILY INJURY, DEATH or PROPERTY DAMAGE arising out of or related to the MBJYC Event(s) in any way CAUSED BY THE NEGLIGENCE or INTENTIONAL ACTS OF THE RELEASEES OR OTHERWISE;

5. HEREBY ACKNOWLEDGES that this MBJYC Event(s) may involve activities which are DANGEROUS and may involve a risk of personal injury to the participant of the MBJYC Event(s) and involve the risk of DEATH, SERIOUS INJURY and/or property damage. Each of the undersigned

expressively acknowledges that injuries received may be compounded or INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES of the Releases;

6. HEREBY AGREES that this RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK and INDEMNITY AGREEMENT extends to ALL ACTS OF NEGLIGENCE by the Releases, including but not limited to NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of the United States of America, of the laws of the State of California, and/or of the laws of the State having jurisdiction, and that if any part or portion of this Agreement is held or determined to be invalid or without effect, it is specifically agreed the entire balance thereof shall, notwithstanding, continue in full legal force and effect; and

7. GRANTS permission to MBJYC to use his or her and/or the minor child's name, voice, likeness and photographs, as well as photographs of his or her vessel or personal watercraft in publicity and/or promotional material in media of any kind or type whatsoever in the sole discretion of MBJYC.

I HAVE READ, and/or IT HAS BEEN READ TO ME, this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement in its entirety. I fully understand its terms and I understand that I HAVE GIVEN UP SUBSTANTIAL RIGHTS that may belong to me and my minor child by signing it FREELY and VOLUNTARILY, without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and UNCONDITIONAL RELEASE OF ALL LIABILITY to the GREATEST EXTENT allowed by law, whether by signing on my own behalf or as the parent or guardian of a minor.

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Consent for Medical Treatment

As the parent or legal guardian of _____ **[insert minor child's name]**, I hereby give consent to the Morro Bay Yacht Club and/or the Morro Bay Junior Yacht Club to provide all emergency dental or medical care prescribed by a duly licensed physician (M.D.), osteopath (D.O.), dentist (D.D.S.) or paramedic to _____ **[insert minor child's name]** . selected by the Morro Bay Yacht Club to render medical treatment deemed necessary and appropriate. This care may be given under whatever conditions are necessary to preserve the life, limb, or well being of my dependent.

My child(ren) has the following medication allergies and other allergies: (specify which child)

PARENTS, PLEASE PROVIDE DUES AT TIME THE APPLICATION IS PRESENTED. NO APPLICATION WILL BE ACCEPTED NOR WILL AN APPLICANT BE ALLOWED TO PARTICIPATE WITHOUT SUCH PAYMENT. MAKE CHECKS PAYABLE TO: MBYC

Legal Parent or Guardian Signature: _____ Date: _____

Print Name: _____