

## **General Waiver of Liability**

Name:	Cell #:	Date:	
Email:			
School or Schools representing (if applicable):			-
Alternate / Emergency Contact Name:			
Alternate / Emergency Contact Cell #:			

- 1. <u>AGREEMENT</u>. AYC agrees to the use by the above signed, and when applicable, their represented sailor(s), of Club assets including: sailboats; AYC buildings and grounds, and with the expressed or written permission of AYC staff, use of powerboats to facilitate management of regattas, coaching, and/or safety.
- 2. <u>OBLIGATIONS</u>: The representative and, when applicable, the sailor(s) and team(s) they represent hereby agree to:
  - A. Competently operate the vessels.
  - B. Have previously undergone appropriate training and licensing (e.g. MD State Powerboat License or equivalent)
  - C. Wear a U.S. Coast Guard (USCG) approved PFD at all times while operating the vessels.
  - D. Have undergone training in proper capsize recovery techniques for vessels being used.
  - E. Have read and understood, and when applicable, have reviewed with represented sailor(s), the AYC Safety Plan, available at annapolisyc.com/juniors
  - F. When applicable, use the provided kill-cord at all times while operating the vessel(s).
  - G. Survey equipment prior to use and ensure that it is in complete and working order.
  - H. Protect and preserve the vessels, the vessels' equipment, the AYC grounds and equipment, and other vessels and persons on the water.
  - I. Immediately notify AYC of any damage to or repair needed to the vessel(s).
  - J. Indemnify and hold AYC harmless from any and all claims of third parties, including crew or guests, arising from the above signed and/or their representative(s) usage of the vessels, regardless of fault.
  - K. Clean the vessels at the end of each usage such that they are in the same condition as at the beginning of that particular usage.
  - L. Properly secure the vessels at the end of each usage.

## 3. MISCELLANEOUS:

- A. Competitors participate in AYC regattas entirely at their own risk. See RRS 4, Decision to Race. The organizing authority will not accept any liability for material damage or personal injury or death sustained in conjunction with or prior to, during or after the regatta.
- B. AYC does not insure or provide insurance for the above signed and/or their representative(s).
- C. AYC reserves the right to refuse or rescind the right to use the vessel for safety reasons or for violating the terms of this Agreement.
- D. The vessels are required to be returned to AYC in the same condition in which they were received.
- E. The cost of missing or damaged equipment shall be determined promptly by AYC and assessed to the above signed and, when applicable, their sailor(s), up to the full replacement value of the vessel(s).

Signature	Printed Name	 Date