

## ASSUMPTION OF RISK & WAIVER OF LIABILITY

Event: Chatham Yacht Club sailing races, recreational and social activities

Event Dates: July 2021–August 2021, including but not limited to Leo J. Telesmanick Regatta; Chatham Yacht Club Regatta

### EVENT

I voluntarily participate in these Events and understand that the decision whether or not to participate rests solely upon myself. I understand that sailing can be a hazardous sport and agree to accept all inherent risks involved.

### COVID

The novel coronavirus, Covid-19, has been declared a worldwide Pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person to person contact. The Event Organizers (defined below) have put in place preventative measures to reduce the spread of Covid-19; however, Organizer(s) cannot guarantee that you will not become infected with Covid-19. Further, attending the Event could increase your risk of contracting Covid-19.

I acknowledge the contagious nature of Covid-19 and voluntarily assume that I may be exposed to or infected by Covid-19 by attending or participating in the Event and that such exposure or infection may result in illness or personal injury. I understand that the risk of becoming exposed to or infected by Covid-19 at the Event may result from the actions, omissions, or negligence of myself and others, including but not limited to Organizers, program participants and their families.

### ASSUMPTION OF RISK

I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any illness, injury, liability, claim or expense related to participation in the Event and/or Covid-19 that I may experience or incur in connection with my attendance or participation in the Event (each a "Claim").

### RELEASE AND WAIVER OF CLAIMS

I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS CHATHAM YACHT CLUB (CYC), MEMBERS, INSTRUCTORS, FLAG OFFICERS, EXECUTIVE COMMITTEE, VOLUNTEERS OR ANY OTHER INDIVIDUALS INVOLVED WITH THESE EVENTS ("ORGANIZERS"), OF AND FROM THE CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATED THERETO. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIM BASED ON ACTIONS, OMISSIONS, OR NEGLIGENCE OF ANY ORGANIZER, WHETHER A CLAIM OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN ANY EVENT ACTIVITY.

**CHOICE OF LAW:** I understand and agree that the law of the State of Massachusetts will apply to this contract.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE. IF LISTED BELOW, I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR(S) NAMED BELOW. I HAVE THE LEGAL RIGHT TO CONSENT TO AND, BY SIGNING BELOW, I HEREBY DO CONSENT TO THE TERMS AND CONDITIONS OF THIS RELEASE.**

List Participants in Club Activities (indicate minors):

\_\_\_\_\_

Participant Signature: \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Date: \_\_\_\_\_

Parent/Guardian Signature : \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Date: \_\_\_\_\_