



## SEQUOIA YACHT CLUB Participation Agreement

The sailing course you are about to begin is an exciting and demanding challenge, but you need to be aware of what will be involved and be willing to study and practice to achieve success.

On the first day of class, if you are a new student you must complete and pass an "In The Bay" water comfort test demonstrating you can swim 50 yards in the Bay's water. In addition to this form, have your parents complete and sign the attached student registration and medical and emergency information forms before the beginning of the first class.

You will be required to provide a life jacket (vest type) which is Coast Guard approved, the proper size for your weight and build, and that is form fitting and comfortable, as you will be wearing it at all times during the course. Please, inscribe your name on the jacket with waterproof ink. Proper footwear must also be worn at all times, both on land and on the water. Bring a change of clothes and a towel to each lesson. A notebook with a writing instrument - is optional. The fee for this course is \$800.00.

**Please read and sign (Junior Sailor):**

I understand that in entering this sailing course I agree to obey all program rules as set forth by the program director and the instructor, that I will use utmost care in the use of the boats and equipment. I agree not to engage in any horseplay or other disruptive behavior. I understand that failure to attend regularly, arrive promptly, abide by the rules may result in my suspension from the program. I am voluntarily participating in the program.

Junior Sailor Signature	Date

**ASSUMPTION OF RISK AND WAIVER OF LIABILITY:** I assume full responsibility for any loss or damage, excepting loss or damage covered by insurance, that may come to any person, boat, sailboard, equipment, pier, float, or other property used in conjunction with this course as the result of improper use, negligence, violation of the rules, and other acts of sailors, or other representatives of the Sequoia Yacht Club, instructional program or host location in connection herewith. I am aware that sailing is a hazardous activity, and can involve contact with considerable force to include, but not limited to contact with watercraft, and/or other sailing participants. Further, I acknowledge that there is a risk of severe permanent physical injury including but not limited to drowning and/or death. For myself, and on behalf of my heirs, assigns and next of kin, I willingly and voluntarily accept and assume all such risk of participation. (Note: SeqYC's insurance policy is for liability only and has a deductible of \$5,000)

Signed	Applicant, or Parent/Guardian (if minor)	Date

MY CHILD IS VOLUNTARILY PARTICIPATING IN THIS ACTIVITY AND I AM FULLY AWARE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DAMAGE TO PERSONAL PROPERTY, PHYSICAL INJURY AND/OR DEATH INCLUDING BUT NOT LIMITED TO DAMAGE, PHYSICAL INJURY AND/OR DEATH CAUSED BY THE NEGLIGENCE OF ANY PERSON WHILE PERFORMING HIS/HER DUTIES. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND I AGREE TO SEE TO IT THAT MY CHILD ADHERES TO THE PROGRAM RULES. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK AND A WAIVER OF LIABILITY BETWEEN SeqYC AND THEIR AFFILIATED ORGANIZATIONS AND/OR MYSELF. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY MY SIGNING THIS FORM AND AGREEING TO THESE TERMS AND I SIGN THIS RELEASE FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT OF ANY KIND. THIS WAIVER IS EXECUTED BY THE UNDERSIGNED NOTWITHSTANDING SECTION 1542 OF THE CALIFORNIA CIVIL CODE.

Signed	Applicant, or Parent/Guardian (if minor)	Date