

**THE MARK SORENSEN YOUTH SAILING PROGRAM**  
**at the Upper Keys Sailing Club**

**CONTRACTUAL ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND  
LIABILITY AND RELEASE AGREEMENT**

**NAME OF CHILD:** \_\_\_\_\_

In consideration of my minor child, for whom I am the legal parent or guardian or otherwise responsible, being allowed to participate in sailing and/or other water sports events or activities and/or being provided with a sailing boat and/or other water sports recreational property or services:

1. **ACKNOWLEDGMENT OF RISKS** I fully acknowledge that some, but not all, of the risks of participating in sailing and/or any other water sports activities which my minor child, or any child for whom I am responsible, is about to engage in include (1) changing tides, currents, wave action and boat wakes; (2) collision with any of the following: other participants on the water craft, other water craft, man-made or natural objects; (3) wind shear, including inclement weather, lightening, variance and excesses of wind, weather and temperature; (4) my child's or any other person's sense of balance, physical condition, ability to operate a sailing boat or other water craft, swim and/or to follow directions; (5) collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into the child's body orifices and/or drowning; (6) the presence of insects and marine life; (7) equipment failure or operator error; (8) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (9) fatigue, chill, and/or dizziness which may diminish or impede the child's or any other person's reaction time and increase the risk of an accident. I further acknowledge that there are other risks of participating in sailing and/or any other water sports activities which my minor child, or any child for whom I am responsible, is about to engage in and which are not identified above. I further acknowledge that my child, or any child for whom I am responsible, is physically and mentally able and is sufficiently responsible to participate in sailing and other water sport activities which he or she is about to engage in.

2. CONTRACTUAL / EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY I fully agree to assume all responsibility for all of the risks of the activities which my child, or any child for whom I am responsible, is about to engage in, whether identified above or not. I FULLY UNDERSTAND THAT I ASSUME EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE MARK SORENSEN YOUTH SAILING PROGRAM, ITS PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND/OR VOLUNTEERS. My child's participation, or the participation of any child for whom I am responsible, in this activity is completely voluntary. I assume full responsibility for my minor child, or any child for whom I am responsible, and this responsibility extends to any bodily injury, accident, illness, paralysis, death, loss of limb, loss of personal property and expenses thereof as a result of any accident which may occur while my child, or any child for whom I am responsible, participates in the activity.

I COMPLETELY UNDERSTAND AND AGREE TO FULLY ACCEPT ALL RESPONSIBILITY ON BEHALF OF MY MINOR CHILD, OR ANY CHILD FOR WHO I AM RESPONSIBLE, EVEN IF ANY INJURY, DEATH OR LOSS OF PERSONAL PROPERTY IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE MARK SORENSEN YOUTH SAILING PROGRAM, ITS PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND/OR VOLUNTEERS. I agree that my child, or any child for whom I am responsible, will their own US Coast Guard approved personal flotation device (life jacket) and I accept full responsibility if my child, or any child for whom I am responsible, fails to wear such flotation device while participating in any activities.

3. RELEASE I HEREBY RELEASE THE MARK SORENSEN YOUTH SAILING PROGRAM, ITS PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND/OR VOLUNTEERS FROM ANY AND ALL DAMAGE (INCLUDING DEATH) TO MY MINOR CHILD, OR ANY CHILD FOR WHOM I AM RESPONSIBLE, AS WELL AS OTHER PERSONS, AS A RESULT OF MY CHILD, OR ANY CHILD FOR WHOM I AM RESPONSIBLE, PARTICIPATING IN SAILING AND / OR OTHER WATER SPORTS EVENTS OR ACTIVITIES, EVEN IF CAUSED BY THE NEGLIGENCE OF MY CHILD, OR ANY CHILD FOR WHOM I AM RESPONSIBLE, OR BY MARK SORENSEN YOUTH SAILING PROGRAM, I have read this assumption and acknowledgment of risks and release of liability agreement. I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document, I am

waiving valuable legal rights including any and all rights I may have against The Mark Sorensen Youth Sailing Program, Upper Keys Sailing Club, Inc., its principals, directors, officers, agents, employees and/or volunteers.

I further to agree to pay for any damage caused to equipment or property by my child, or any child for whom I am responsible, while under his or her care, custody, control or use. I agree that my child may be removed from any Mark Sorensen Youth Sailing Program activities (including any regatta) at any time by a Committee member or Coach, for disruptive or inappropriate behavior that directly affects the well-being and participation of any other person.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN (Pursuant to Florida Statutes § 744.301)

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF the Mark Sorensen Youth Sailing Program, Inc., the Upper Keys Sailing Club, Inc., their boats (whether owned, operated, leased, or chartered), their owners, directors, sponsors, agents, employees, volunteers, instructors, assistants, educational groups, individuals and all others in connection with Program Activities, whether specifically named or not (herein "Released Parties") USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I confirm that I am the legal parent or guardian of the child whose name is given below.

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NAME OF CHILD:

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NAME OF PARENT/GUARDIAN:

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Signature of Parent/ Guardian

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DATE



***Empowering Youth Through Sailing***