



## **The Mark Sorensen Youth Sailing Program - General Liability Release and Indemnity Agreement**

In full consideration of the acceptance of my participation and/or the participation of my child or ward in the Mark Sorensen Youth Sailing Program (MSYSP) and its related activities and operations and in consideration of my and/or my child or ward being permitted in conjunction with MSYSP to access, occupy and/or use the premises of the Upper Keys Sailing Club City located at 100 Ocean Bay Drive, Key Largo, Florida 33037, including but not limited to the buildings, docks, moorings, piers, walkways, driveways, gangways, ramps, fences, gates, equipment, and all other facilities and improvements, (collectively "Premises"), with the understanding that MSYSP activities and operations and the access to, occupancy, and use of the Premises in which I and/or my child or ward participate carry with them the potential for serious injury, death, and property loss or damage, which risks include, but are not limited to, those caused by the use of hand and power tools; boat building activities; the condition and maintenance of the Premises; industrial and utility uses and operations on the Premises; each participant's abilities and equipment; vehicular, marine, and pedestrian traffic; and the actions and inactions of other people, including, but not limited to, the supervision of MSYSP activities.

I RECOGNIZE AND AGREE TO ASSUME ALL RISKS known and unknown that arise or might arise out of or incidental to such participation in MSYSP activities and operations and the access to, occupancy, or use of the Premises, and on my own behalf, on behalf of my child or ward, and on behalf of my and my child's and ward's parents, guardians, heirs, executors and administrators, next of kin, successors and assigns, RELEASE and forever discharge the released parties defined below, of and from any and all liabilities, claims, demands, damages, actions, costs or expenses of any nature, known or unknown, arising out of or in any way connected with my participation and/or the participation of my child or ward in MSYSP activities and operations or the access to, occupancy, or use of the Premises and I further agree to indemnify and hold each of the released parties harmless against any and all liabilities, claims, demands, damages, actions, costs or expenses of any nature, including, but not limited to, all attorneys' fees and disbursements, arising out of or in any way connected with my participation and/or the participation of my child or ward in MSYSP activities and operations or access to, occupancy, or use of the Premises.

The released parties are the Mark Sorensen Youth Sailing Program, the Upper Keys Sailing Club, its officers, employees, agents, representatives, volunteers, their successors and assigns. I UNDERSTAND AND AGREE THAT THIS GENERAL LIABILITY RELEASE AND INDEMNITY AGREEMENT INCLUDES ANY CLAIMS BASED ON THE NEGLIGENCE, ACTION, OR INACTION OF ANY OF THE RELEASED PARTIES AND COVERS BODILY INJURY, DEATH AND PROPERTY DAMAGE OR LOSS, WHETHER SUFFERED BY ME AND/OR MY CHILD OR WARD, BEFORE, DURING, OR AFTER SUCH PARTICIPATION AND WHETHER ON OR OFF THE PREMISES, OR ON ACCOUNT OF ANY FIRST AID, MEDICAL TREATMENT, OR SERVICE THAT MAY BE PROVIDED.

I certify that I and/or my child or ward are physically fit, sufficiently trained and capable to participate in the aforementioned activities and have not been advised otherwise by a qualified medical person. I authorize medical treatment and services for myself and/or my child or ward if the need arises and I assume all responsibility and will fully indemnify the released parties for all medical costs incurred for such treatment and services.

If the participant is a minor or otherwise legally incapacitated, the undersigned parent and natural guardian or legal guardian of the participant hereby represents and certifies that he or she is, in fact, the parent or legal guardian of said child or ward and that he or she possesses the authority to act in such capacity and does hereby so act and agrees to indemnify and hold harmless the released parties from all liabilities and costs as outlined above as may be imposed upon the released parties because of any defect in or lack of legal capacity to execute this release and so act and to release and indemnify said parties on behalf of the child or ward and parents or guardians and others as outlined above.

I understand that participants may be videotaped or photographed during MSYSP programs and events. My photo, video, and film likeness, and that of my child(ren) or wards(s) may be used by the program, activity, web-site, and event holders, producers, sponsors, organizer and/or their assigns for any legitimate purpose and I will hold the released parties harmless, on behalf of myself and my child(ren) or ward(s) and the parents, guardians and others as outlined above, for such use.

The acceptance of my participation and/or the participation of my child or ward in MSYSP activities and the permission granted in conjunction with MSYSP to access, occupy, and use the Premises at the Upper Keys Sailing Club is acknowledged and accepted by me as the full consideration for my general release and agreement to indemnify provided above.

I have carefully read this general liability release and indemnity agreement, understand its contents, and voluntarily signed it below.

NAME OF SAILOR: \_\_\_\_\_

NAME OF PARENT/GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_\_