

Quisset Yacht Club (QYC) Sailing

NOVEL CORONAVIRUS, COVID-19 WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Quissett Yacht Club, Inc and Quissett Harbor House Land Trust, Inc have put in place preventative measures to reduce the spread of COVID-19; however, both Quissett Yacht Club, Inc and Quissett Harbor House Land Trust, Inc. cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending sailing classes could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending QYC Sailing classes and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the sailing class or participation in QYC Sailing programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless both Quissett Yacht Club, Inc and Quissett Harbor House Land Trust, Inc its employees, agents, and representatives, of and from the Claims,

including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Quisset Yacht Club, Inc and Quissett Harbor Last Trust, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any QYC program.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, WAIVER FROM LIABILITY, AND INDEMNIFICATION.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any Event.

Participant Signature: _____ Date: _____

Printed Name: _____

Parent/Legal Guardian Signature (required if participant is under the age of 18): _____ Date: _____

Parent/Legal Guardian Printed Name: _____ Date: _____

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/
COVID-19