

Quisset Yacht Club (QYC) Sailing

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of your allowing my child's or children's participation in the activities of the Quisset Yacht Club Jr Sailing Program, I, having been informed of the common risks of engaging in boating and sailing activities, accept and assume the risk of participation and agree to absolutely and unconditionally waive and release for myself, my child or children, their executors, or their administrators and assigns, any and all claims, damages, or injuries that I or they may have or suffer against both Quisset Yacht Club, Inc., and Quisset Harbor House Land Trust, Inc. their officers, directors, instructors and volunteers, or their executors, administrators, heirs, next of kin, successors, or assigns, including but not limited to any and all claims for injury or damage caused by the negligence of any of them, or for contribution or indemnity, arising out of my/their participation in the above program and its related activities, including pre-start and post-finish operations and shore activities, and I do hereby agree to indemnify and hold harmless each of them against any such claims that I, my child or children, my/their executor, administrators, or anyone on my or my children's behalf or because of their relationship to me or my children may have or assert together with any costs and expenses including reasonable attorney's fees incurred with respect thereto to the extent that such assumption of risk and waiving of claims does not void my current insurance policies. This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto agree to submit to the jurisdiction and venue of the Massachusetts Trial Court for the purpose of interpretation and enforcement.

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: _____

Parent/Legal Guardian Signature

(required if participant is under the age of 18): _____

Parent/Legal Guardian Printed Name: _____

Date: _____

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