

HUDSON RIVER COMMUNITY SAILING, INC.

2011-2012 WAIVER AGREEMENT

Sailor's Name: _____ Parent/Guardian: _____
PLEASE PRINT PLEASE PRINT

The undersigned is the Parent or Guardian of the Sailor named above (hereinafter referred to as the "Sailor"), and hereby acknowledges that the execution of this Agreement is a condition to the participation of the Sailor in the activities of the Hudson River Community Sailing Program (hereinafter referred to as the "Program") as stated above. The undersigned accepts that the sport of sailing and the conduct of the Program entail and are subject to certain inherent risks, and, on behalf of the Sailor, accepts all risks on land and at sea of participation in the Program. In return for the Sailor participating in the activities of the Program and using the facilities and property of Hudson River Community Sailing (hereinafter referred to as "HRCS"), the undersigned does hereby agree as follows:

1. The undersigned consents to the participation of the Sailor in the Program and agrees that this will extend to the activities at Pier 66 and/or Pier 66 Maritime. This consent agreement shall remain in effect until HRCS receives written notice of the cancellation of this consent, or until the conclusion of the Program.
2. The undersigned consents to the participation of the Sailor in all sailing classes, clinics, events, and regattas, which are a part of the Program and acknowledges that said consent is **without exception** within the limits proscribed within.
3. The undersigned is aware that the activities of the Program involve maneuvering a boat, on deep waters, in potentially hazardous conditions which may include, among other things, strong winds and high waves, sudden and unexpected immersion in deep waters and collision with other watercraft or stationary objects such as docks, pilings, and buoys. With knowledge of the dangers involved, the undersigned voluntarily asks that the Sailor be allowed to take part in the activities of the Program.
4. The undersigned agrees that the Sailor will wear a personal flotation device at all times when participating in the Program's activities on the docks and on the boats.
5. The undersigned (including heirs, successors, and assigns) waives any claims against and releases any obligation of HRCS, and all of its respective members, employees, agents, or any other person acting in any capacity for the conduct of the Program in relation to any loss, injury, or damage, on land or at sea, to the Sailor or to the Sailor's property to the fullest extent permitted by law.
6. The undersigned (including heirs, successors, and assigns) is aware that HRCS is not responsible for the Sailor's travel to and from the Program and waives any claims against and releases any obligation of HRCS, and all of its respective members, employees, agents, or any other person acting in any capacity for the conduct of the Program with respect to any and all liability for any harm, injury, damage, cost or expense of any nature whatsoever, which may result to the Sailor during travel to the Program and after his / her departure from HRCS' facility.
7. The undersigned (including heirs, successors, and assigns) agrees to reimburse and hold harmless HRCS, and all of its respective members, employees, agents, or any other person acting in any capacity for the conduct of the Program for any loss, damage claim, or injury caused by the Sailor's negligence, misconduct, or failure to exercise reasonable care.
8. The undersigned grants permission for HRCS to use any photographs, film, digital imaging, videos, verbal, and written statements of the Sailor or his/her likeness for promotional, web usage, or other uses by HRCS, either associated with the Program, a project, an event, a function, or otherwise.

I have thoroughly read and understand the 2011-2012 Waiver Agreement. By signing this document, I acknowledge the execution of this Agreement and agree to each of the provisions listed above.

Signature of Parent or Guardian: _____ Date: _____

HUDSON RIVER COMMUNITY SAILING, INC.

PARTICIPANT & MEDICAL INFORMATION

Sailor's Name: _____ Date of Birth: _____ MALE FEMALE

Parent/Legal Guardian's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Parent/Legal Guardian's Phone _____ Alternate Phone: _____

E-mail: _____

Emergency Contact Person: _____ Relationship: _____

Emergency Contact Phone: _____ Alternate Emergency Contact Phone: _____

Physician: _____ Phone: _____ Name of Insured: _____

Insurance Co. _____ Policy #: _____ Group #: _____

Chronic illnesses, medical conditions, allergies, or medication being taken (please list here, or write "None"):

MEDICAL AUTHORIZATION

The undersigned hereby authorizes an instructor from the Program, or an adult who bears this document, to authorize emergency treatment for the Sailor named above in the event that a Parent or Guardian cannot be reached at the above telephone numbers at the time of the emergency.

Signature of Parent or Guardian: _____ Date: _____

TRANSPORTATION POLICY

Please indicate (by checking the appropriate box below) how the Sailor, _____ will be picked up at the end of each day of the Program:

- Sailor will be picked up by parent / guardian
- Sailor will leave HRCS' facility on his / her own

If the Sailor needs to leave early from our program on any given day, HRCS must be notified no less than [48 hours] beforehand in writing. In the case of an emergency during which the Participant needs to leave early, please call 212-924-1920.