



# Ninnescah Sailing Association - Individual Participation Agreement

## Parent's Consent

### Assumption of Risk – Release and Indemnity Agreement

The undersigned parent(s) or legal guardian(s) of \_\_\_\_\_ (the "Child"), request that the Child be allowed to participate in any Ninnescah Sailing Association ("NSA") Junior activity (the "Activities").

This agreement shall remain in effect until NSA Junior Committee receives written notice of the cancellation of the consent or until the end of the Activities described above.

In return for the Child being permitted to take part in the Activities and to use the facilities and property of the NSA or Ninnescah Education and Safety Training, Inc. ("NEST") including boats (collectively, the "NSA Property"), the undersigned represent, warrant and agree as follows:

1. I am familiar with the Activities, and I understand the officers and employees of the NSA are available to discuss the Activities should I should wish additional information. I also understand I am solely responsible for the arrival and departure of my Child at the beginning and end of each day's Activities. I will not allow my Child to remain on the premises of NSA after each day's program without appropriate supervision or the written permission of NSA. I agree NSA will have no responsibility for the supervision of my Child at times other than during the scheduled Activities. I will inform my child that he/she is expected to cooperate with, and follow the directions of the persons in charge of the activities, and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others.
2. My Child is in good health, and I know of no reason why he/she would be incapable of participating in the Activities. My Child knows how to swim. I will immediately notify NSA of any change in my Child's health or other condition which may affect my Child's ability to participate in the Activities.
3. I am fully acquainted with the rules and procedures established for the use of the NSA Property. I agree to abide by all rules of the NSA, including the rules and procedures established for use of the NSA Property.
4. I agree to promptly notify the NSA of any loss or damage to the NSA Property and to pay to the NSA, upon demand, the amount of any damage to the NSA Property which occurs during, arises from, or is any way connected to my Child's use, operation or control of the NSA Property, or participation in the Activities.
5. **ASSUMPTION OF RISK:** I am aware that the Activities may involve maneuvering a boat, sailboard, or other watercraft on deep water 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. I also understand and acknowledge that sailing can be an extreme test of a person's physical and mental limits, and the use or operation of the NSA Property carries with it the potential for death, serious injury and property loss and I, for myself and on behalf of my Child, assume all risk of loss, damage, or destruction, partial or complete, incurred or occasioned by any cause, circumstance or event of whatever nature which arises from or is in any way connected to my Child's use, operation or control of the NSA Property, or my Child's Participation in the Activities. I further understand, acknowledge and agree that any damage, loss or injury that I or my Child may suffer, or that may be suffered by others, which arises from or is in any way connected to my Child's use, operation or control of the NSA Property, or My Child's participation in the Activates, is not the responsibility of the NSA or NEST, or the members, officers, directors, governors, employers, representatives, or volunteers of either (hereinafter the "NSA Parties") and I agree never sue, nor prosecute any action against, nor make any claim or demand upon any of the NSA Parties, for any claim arising out of my use or my Child's use of the NSA Property, my Child's participation in the Activities, or in any way related to this agreement. **(Please initial to indicate you have read this paragraph \_\_\_\_\_.)**
6. **RELEASE AND INDEMNITY:** Having knowingly assumed all risk in connection with the use and operation of the NSA Property and participation in the Activities, I, for myself, and on behalf of my child, COMPLETELY RELEASE and DISCHARGE THE NSA Parties from any and all claims of liabilities for death, personal injury, property damage or other damages of any kind, known or unknown, foreseen or unforeseen, which occur during, arise out of, or relate in any way to my Child' use, operation or control of the NSA Property, or my Child's participation in the Activities, and I further agree to indemnify and hold harmless the NSA Parties from any such claims and damages, including any reasonable attorneys' fees and expenses incurred by any of the NSA parties in defense of such claims or damages. Further, I agree to pay all costs incurred by the NSA, or any of the NSA Parties as the case may be, including attorneys' fees and all expenses, to enforce any of the terms of this agreement. **(Please initial to initial to indicate you have read this paragraph \_\_\_\_\_.)**

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THE AGREEMENT INCLUDES AN ASSUMPTION OF RISK AND AN AGREEMENT BY ME TO RELEASE and INDEMNIFY THE NSA PARTIES, AND I SIGN IT OF MY OWN FREE WILL.

Date \_\_\_\_\_

Child's Signature \_\_\_\_\_ Parent/Guardian's Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_