

WAIVER AND RELEASE OF LIABILITY

For and in consideration of the CAL SAILING CLUB (“CSC”) allowing me, the undersigned, to participate in any capacity in a CSC sanctioned, licensed, or approved event or activity (“Activity”) I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the “Agreement”):

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

A. RULES AND REGULATIONS: I hereby agree to abide by the rules, regulations, and policies of the CSC, including any and all COVID-19 related safety measures required by the CSC, the City of Berkeley, the State of California, the federal government, or any other governmental body or agency with jurisdiction over the activity.

B. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing, and that participation in any CSC involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases such as COVID-19), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of equipment and/or protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Activity organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”).

C. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Activities, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Activities. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any Activity.

D. RELEASE AND INDEMNITY: In consideration of my participation in any Activity, I hereby release from liability and waive any claims against CSC, the City of Berkeley, the owner or organizer of the Activity, its licensees, managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers,

directors, employees, volunteers and contractors of them (the “Released Parties” or “Activity Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to my participation in the Activities, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. Further, I agree to indemnify, defend, and hold harmless the Released Parties and Activity Organizers against and from any and all Liability imposed on, incurred by, or asserted against any Released Party or Activity Organizer resulting from, arising out of, in connection with, or relating to my breach of this Agreement.

E. RIGHT TO USE IMAGE: I also hereby give permission to use, reprint, and reproduce any photographs or video taken of me and my child/ward and any written material supplied by me or my child/ward in the form of evaluations, during any Cal Sailing Club activity.

F. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

G. ACCEPTANCE OF AGREEMENT BY ELECTRONIC MEANS: I agree to conduct this transaction by electronic means and acknowledge that agreeing to this form by electronic means or electronically submitting a membership application to CSC indicates my intent to be legally bound by the Agreement. (See Cal. Civil Code section 1633.5(b).)

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 Activity.

Participant Signature: _____

Printed Name: _____ Date: _____

Parent/Legal Guardian Signature: _____

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

Parent/Legal Guardian Printed Name: _____

Date: _____