

**Balboa Yacht Club Junior Program Parent's Consent and Waiver of Liability,
Assumption of Risk and Indemnity Agreement**

The undersigned parents or legal guardians (hereafter referred to in the singular) of _____ (hereafter referred to as "child"), requests that child be allowed to participate at Balboa Yacht Club in the Junior Program (hereafter referred to as "the activities"). In return for the child being permitted to take part in the activities and to use the facilities and property of Balboa Yacht Club, the undersigned each make the following representations and agree for themselves and their child as follows:

*Please initial to indicate you have read these paragraphs and agree with their terms.

1. I am familiar with the programs included in the activities, and I understand officers and employees of Balboa Yacht Club are available to discuss the activities if I should wish additional information. I also understand I am solely responsible for the prompt arrival and departure of my child at the beginning and end of each day's program. I will not allow my child to remain on the premises of Balboa Yacht Club before or after each day's program without appropriate supervision or the written permission of Balboa Yacht Club. I agree Balboa Yacht Club shall have no responsibility for the supervision of my child at times other than the scheduled activities. I will inform my child that he/she is expected to cooperate with and follow the direction 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 and property of others. _____
2. My child is in good health, and I know of no reason why he/she is unable to participate in all activities. My child knows how to swim in the ocean. I will immediately notify the designated Balboa Yacht Club supervisor if a change in my child's health or condition would affect my child's ability to participate in the activities. _____
3. **WAIVER OF LIABILITY:** The undersigned, for himself/herself, his/her agents, representatives, spouse, successors-in-interest, and assigns, both past and present, and for and on behalf of the child as his or her parent or legal guardian, does hereby fully and forever release, discharge and acquit Balboa Yacht Club and its agents, officers, members, directors, employees, successors, assigns, representatives and attorneys, past and present, of and from any and all indebtedness, liabilities, claims, demands, obligations, actions, causes of action, rights, breaches of contract, debts, sums or money, compensations, accounts, damages, costs, losses and expenses of every type, kind, nature, description, character, including but not limited to those arising from negligence, whether heretofore existing or hereafter arising, or which could, might or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, or contingent, accrued, inchoate or otherwise, each as though fully set forth herein at length, related to the undersigned and his/her child's participating in the activities. _____
4. **Waiver of Rights under Civil Code Section 1542:** It is understood by the undersigned that Section 1542 of the Civil Code of California provides as follows:
"Section 1542. (Certain claims not affected by general release.) A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
Section 1542 of the Civil Code of California is hereby expressly waived by the undersigned, both for himself/herself, and for the child as his or her parent or legal guardian. _____
5. **ASSUMPTION OF RISK:** I am aware that the activities involve maneuvering a boat, sailboard or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong winds and high waves, pilings and buoys. With knowledge of the dangers involved, I voluntarily ask that the child be allowed to take part in the activities. I, **FOR MYSELF AND FOR THE CHILD AS HIS/HER PARENT OR LEGAL GUARDIAN, ACCEPT ANY AND ALL RISKS TO MYSELF AND TO THE CHILD, INCLUDING RISK OF INJURY, DEATH, AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF FACILITIES AND PROPERTY OF BALBOA YACHT CLUB, WHETHER OR NOT CAUSED BY NEGLIGENT ACTS OR OMISSIONS, BUT NOT INTENTIONAL ACTS.** _____
6. **HOLD HARMLESS:** The undersigned having tendered the application for registration in the Balboa Yacht Club Junior Program, and in consideration of the acceptance by Balboa Yacht Club of the child to participate in said program you, for yourself and for the child as his/her parent or legal guardian, agree to indemnify and hold harmless Balboa Yacht Club, its members, officers, directors, employees, agents, and assigns from and against all liability, loss, injury, damages, and costs, including reasonable attorney's fees, that may be incurred or arising out of the child's participation in the activities, including but not limited to personal or bodily injury, or property damage whether caused by negligence or otherwise. _____
7. **ATTORNEY'S FEES.** In the event of any action or proceeding regarding this Consent and Release, whether for enforcement, interpretation, declaration of rights, or otherwise, the unsuccessful party shall pay to the prevailing party the latter's actual attorney's fees, costs, and expenses, including expert witness fees.

I HAVE CAREFULLY READ THIS CONSENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THIS DOCUMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND A HOLD HARMLESS, AND I SIGN IT OF MY OWN FREE WILL FOR MYSELF AND FOR THE CHILD.

Dated:

Individually, and as parent or legal guardian of the child

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Balboa Yacht Club

Personal Health and Medical Information Form

I please print or type I

This form must be completed and turned in prior to the start of the program.

Name _____ DOB: _____ Age _____ Sex _____

Name of Parent/Gaurdian _____ Relationships _____

Home Address _____ City _____ State _____ Zip _____

Phone #: (home) _____ (cell) _____ (bus) _____

Business Address _____ City _____ State _____ Zip _____

Emergency Contacts:

Name _____ Relationship _____ Phone _____

Name _____ Relationship _____ Phone _____

Name _____ Relationship _____ Phone _____

Health/Accident Insurance Carrier: _____ Policy # _____

Physician Name: _____ Phone #: _____

In the case of an emergency, I understand that every effort will be made to contact me. In the event I cannot be reached, I hereby give permission to the physician or dentist selected to secure the proper medical or dental treatment, which may include hospitalization, anesthesia, surgery or injection of medication for my son/daughter.

Signature of Parent/Guardian _____ Date _____

Has your child ever been treated for or diagnosed with...

ADD/etc.	yes{ }no{ }	Convulsions	yes{ }no{ }	High Blood Press.	yes{ }no{ }
Allergies	yes{ }no{ }	Diabetes	yes{ }no{ }	Leukemia	yes{ }no{ }
Asthma	yes{ }no{ }	Epilepsy	yes{ }no{ }	Lung Disease	yes{ }no{ }
Bone Disease	yes{ }no{ }	Heart Disease	yes{ }no{ }	Rheumatic Fever	yes{ }no{ }
Cancer	yes{ }no{ }	Hemophilia	yes{ }no{ }		

Explanations: _____

Allergies:

Food: yes{ } no{ } **Insect Bites:** yes{ } no{ } **Medicines:** yes{ } no{ } **Plants:** yes{ } no{ }

Does the child utilize any special equipment such as orthopedic or handicap devices, glasses or contacts, dentures?
 yes{ } no{ } what? _____

*Date of Last Tetanus Shot? _____ Date of last physical? _____

(*if you can't remember date please just let us know if current)



Balboa Yacht Club

2018 Disciplinary Policy

This policy must be signed by both a parent and the sailor before a sailor will be allowed to sail in the Balboa Yacht Club Summer Program.

All Balboa Yacht Club Junior Summer Program Participants must abide by all club rules at all times. They are expected to respect the club's facilities, the staff and all of the members. Most importantly, all sailors will be expected to display the Corinthian Spirit both on and off the water.

- 1) First Offense – The instructor will handle the situation with the individual. The instructor will notify the Program Director of the offense and Director will then make written documentation of the problem for future reference.
- 2) Second Offense – The sailor will meet with the Program Director. An appropriate punishment will be assigned and a letter will be sent home to document the offense. The letter must be signed and returned to the Program Director the next day in order for the sailor to participate in class.
- 3) Third Offense – If the problem continues after step one and two, the Program Director will submit all of the facts to the Junior Activities Committee Chairman. Action will be taken swiftly by the Junior Activities Committee.
- 4) The Parent can appeal to the Junior Activities Committee if so desired.
- 5) The Junior Activities Committee will determine whether or not further action needs to be taken by the Membership Committee.

PRINT SAILOR'S NAME: _____

SAILOR'S SIGNATURE: _____ **DATE:** _____

PARENT'S SIGNATURE: _____ **DATE:** _____