

**SEVERN SAILING ASSOCIATION JUNIOR SAILING PROGRAM
PARENTAL/GUARDIAN RELEASE OF LIABILITY, ASSUMPTION OF RISK,
WAIVER, INDEMNIFICATION AND COVENANT NOT TO SUE**

For and in consideration of the **Severn Sailing Association** (“SSA”) allowing the minor child named below (the “Junior Sailor”) to participate in the SSA Summer Junior Sailing Program and related activities, regattas, and events (collectively the “Program”), I on behalf of the Junior Sailor and for myself, my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to the contractual terms and conditions set forth below in this Agreement (the “Agreement”) and voluntarily make the representations set forth therein. I am the custodial parent or legal guardian of the Junior Sailor. I understand and agree that execution of this Release of Liability, Assumption of Risk, Waiver of Claims, Indemnification and Covenant Not to Sue is an absolute condition precedent to the Junior Sailor’s participation in the Program.

- A. **RULES AND REGULATIONS:** I hereby agree that I and the Junior Sailor will abide by the rules, regulations, and policies of SSA, including any and all COVID-19 related health and safety measures.
- B. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge personally and on behalf of the Junior Sailor the inherent risks associated with the sport of sailing, and that participation by the Junior Sailor in the Program 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 as further described below), 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, Program 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 protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of SSA; and other undefined, not readily foreseeable and presently unknown risks and dangers (“**Risks**”).
- C. **SPECIFIC RISKS OF COVID-19:** The disease caused by the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, the Center for Disease Control, and other agencies, governments, and individuals. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. There is no vaccine or cure for COVID-19 as yet. Accordingly, federal, state, and local governments recommend social distancing and have in many locations, prohibited the congregation of groups of people and recommended other health precautions. Further information on the risks of COVID-19, its spread, and precautionary measures may be found on the websites of the Center for Disease Control, the Maryland Department of Health, the official website of the Governor of Maryland, and Johns Hopkins University. The Maryland Department of Health regulates the Program as a camp and has given its approval to the opening of the Program and has authorized double-handed sailing. Nevertheless, because social distancing cannot be maintained on a two-person boat, the Junior Sailor and your family may be subject to increased risk of COVID-19 exposure and infection if he or she sails on a boat with another person.
- D. **PREVENTIVE MEASURES MAY REDUCE BUT NOT PREVENT THE SPREAD OF COVID-19:** SSA has put in place certain preventative measures to reduce the spread of COVID-19; however, SSA cannot and does not guarantee that participants in the Program will not be exposed to or become infected with COVID-19. For purposes of this release, assumption of risk, waiver, indemnification, and covenant not to sue, you must assume that whatever is being done to protect the Junior Sailor and others will not be sufficient.

- E. **ACKNOWLEDGEMENT OF SPECIFIC RISKS OF COVID-19:** I knowingly, willingly, and voluntarily acknowledge personally and on behalf of the Junior Sailor the contagious nature of COVID-19 and the risk that the Junior Sailor, I, and my family may be exposed to or infected by COVID-19 by participating in the Program, and that exposure or infection may result in illness, personal injury, permanent disability, and death. I have made the inquiries that I deem necessary to educate myself of the risks of becoming exposed to or infected by COVID-19 and recognize that exposure and infection may result from the actions, omissions, negligence, gross negligence, willfulness or intentional acts of myself and others, including, but not limited to, SSA, its governors/directors and officers, its employees, members, volunteers and Program participants and their families.
- F. **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 or the Junior Sailor's own actions or inactions, the actions or inactions of other participants in the Program, or the negligent acts or omissions of the Released Parties defined below, and I personally and on behalf of the Junior Sailor hereby voluntarily and knowingly assume all such Risks and accept responsibility for any damages, liabilities, losses, or expenses that the Junior Sailor incurs as a result of participation in the Program. I also agree to be responsible for any injury or damage caused by the Junior Sailor while participating in the Program.
- G. **RELEASE AND INDEMNITY:** In consideration of the Junior Sailor's participation in the Program, I on behalf of the Junior Sailor and on my own behalf hereby release from liability and waive any claims against SSA, together with its governors/directors, officers, members, employees, chaperones, volunteers and contractors and representatives (the "Released Parties"), with respect to any and all 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 including, without limitation, liability for exposure to or infection with COVID-19 occurring before, during or after participation in the Program ("Liability"), which may arise out of, result from, or relate in any way to the Junior Sailor's participation in the Program, 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 against and from any and all Liability imposed on, incurred by, or asserted against any Released Party resulting from, arising out of, in connection with, or relating to my or the Junior Sailor's breach of this Agreement or any act or omission by me or the Junior Sailor whatsoever.
- H. **STATEMENT OF HEALTH:** By signing this document, I represent that to the best of my knowledge that: 1) neither the Junior Sailor nor anyone living in the same household with the Junior Sailor is infected with COVID-19 and do not have any symptoms thereof, including, but not limited to: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell; 2) the Junior Sailor and all persons living in the same household with the Junior Sailor have been following CDC COVID-19 guidance to shelter in place (where applicable), to wear masks or face coverings in public, to practice social distancing, to clean hands frequently, to stay out of crowded indoor spaces and to avoid mass public gatherings, and 3) the Junior Sailor and all persons living in the same household with the Junior Sailor have not been exposed in the last two weeks to a person(s) known or believed by any of them to be infected with COVID-19. If you cannot make these representations without reservation or if there is any doubt in your mind whether you can do so, the Junior Sailor may not participate in the Program.
- I. **COVENANT NOT TO SUE:** I on my own behalf and on behalf of the Junior Sailor understand and agree that the Junior Sailor and I do not and will not have any factual or legal basis to bring any action against SSA, its governors/directors, officers, members, employees, volunteers, chaperones and other persons involved in any way with the Program.

- J. **TERMINATION AND CHOICE OF LAW:** This Agreement and the release of liability, waiver of claims, indemnification, covenant not to sue and all other provisions contained herein shall be irrevocable. This Agreement may only be amended, superseded, or terminated by an agreement in writing signed by SSA and the parent or guardian whose signature appears below, and shall be governed and construed in accordance with the laws of the State of Maryland without regard to the choice of law rules thereof.
- K. **COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral or written 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.
- L. **HEADINGS ARE FOR CONVENIENCE ONLY:** Headings are inserted for convenience only and shall not be utilized for the purpose of construing any provision of this Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, WAIVER FROM LIABILITY, INDEMNIFICATION, AND PROMISE NOT TO SUE.

I as the Parent/Legal Guardian of the minor child identified below hereby accept and agree to the terms and conditions of this Agreement on my own behalf and on behalf of the Junior Sailor.

Junior Sailor's Printed Name: _____ Age _____

Custodial Parent/Legal Guardian's Signature: _____

Custodial Parent/Legal Guardian Printed Name: _____

Emergency Contact: _____
Name Phone Number

Date: ____/____/2020

