

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

A paper copy of this Agreement must be signed by EACH INDIVIDUAL HOUSEHOLD MEMBER (18 years of age or older) and submitted to NSYC in person, via US mail to PO Box 12, Highland Park, IL 60035, or placed in the blue drop box in the locker room, prior to use of Club equipment. Parent/guardian of minor children must sign for each child under 18.

IN CONSIDERATION of being permitted to participate in any way in the **NORTH SHORE YACHT CLUB** water sports and recreation program, use of North Shore Yacht Club water sports equipment (including, but not limited to boats, paddles, life vests, clothing and boards), and related activities I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that (a) I am at least eighteen (18) years of age; (b) I understand the nature of water sports, including, but not limited to: sailing, paddling and power boating, and related activities (collectively "Activities"); (c) I am qualified, in good health, and in proper physical condition to participate in such activity; (d) willingly will comply with the stated and customary terms and conditions of participation, and (e) I will ensure that any minor(s) that I am responsible for are aware of and abide by the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY AND ILLNESS (e.g., communicable diseases such as MRSA, influenza, and COVID-19), INCLUDING, BUT NOT LIMITED TO, PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation and/or that of any minor for whom I am responsible in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the North Shore Yacht Club, its respective instructors, instructor trainers, trainer educators, administrators, officers, directors, agents, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. AGREE TO ADHERE TO THE MANDATORY SAFETY GUIDELINES for use of club boats adopted from time to time by the NSYC. The full guidelines are included in the North Shore Yacht Club Handbook, the link to which I will receive upon membership registration. I agree that all participants of my household will read and abide by the guidelines contained in the North Shore Yacht Club Handbook. These include but are not limited to the following:

- a) All members MUST PASS A SWIM AND SKILLS ASSESSMENT by a designated NSYC Sailing instructor, Paddle Board or Kayak instructor or designated Assessor prior to using any club equipment or watercraft. Lessons may be required prior to equipment use. Use the "Contact Us" page at www.NorthShoreYachtClub.com to arrange for an assessment time.
- b) No club boat may be used alone without a safety boat. We require at least two boats of the same type (i.e., 2 sailboats, 2 kayaks, 2 stand up paddleboards, or one club boat and a club power boat) to be on the water together at all times within hailing distance using the "BUDDY SYSTEM".
- c) All people on the boat/board must wear properly fitted and fastened US Coast Guard Approved Type III LIFE JACKETS (personal flotation devices) at all times while using the boat (from shore to shore).
- d) Club boats may not be used during a Small Craft Advisory (SCA); gale, storm, tornado or special marine warning; heavy surf or high wind conditions; dense fog, or when lightning is occurring or likely to occur.
- e) Club boats are for the EXCLUSIVE USE OF CLUB MEMBERS (although a limited guest Day Pass may be obtained.) Guests must pass the Swim and Skills Assessment as noted in (a).
- f) MINORS UNDER THE AGE OF 18 must be accompanied on the water at all times by a skilled adult member.
- g) Members using club boats are RESPONSIBLE FOR ANY DAMAGE they incur to the boat or other equipment.

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h) When feasible, notify the on-site Park District staff of your boating departure and the time you will return, and file a float plan with a family member or a friend on shore.

5. AGREE TO ADHERE TO ANY INTERIM OR EMERGENCY REGULATIONS, as approved by the NSYC Executive Board, under special circumstances (e.g., pandemic situations, acts of nature, compromised equipment and/or facilities) in the interest of the safety and security of Club members and property.

By my/our signature(s) below, I/we AUTHORIZE NSYC TO TAKE AND USE MY/OUR PHOTOGRAPHIC AND/OR VIDEO IMAGE(S) AND/OR NAME(S) for printed or electronic publications related to NSYC functions and activities, such as, but not limited to, news releases, publications, social media and the website. Any photographs, video recordings, prints, and digital reproductions shall be property of the NSYC.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. IN ADDITION I/WE ACKNOWLEDGE THAT VIOLATION OF CLUB BOATING SAFETY GUIDELINES OR CLUB BYLAWS MAY LEAD TO TERMINATION OF MEMBERSHIP DEPENDING UPON THE SEVERITY AND DETAILS OF THE SITUATION.

Adult Name (print) _____ Email _____

Street Address _____ City _____ State _____ Zip _____

Date of Birth _____ Phone _____

Adult Signature _____ Date _____

Adult Name (print) _____ Email _____

Street Address _____ City _____ State _____ Zip _____

Date of Birth _____ Phone _____

Adult Signature _____ Date _____

For Minor (print name) _____

Date of Birth _____

For Minor (print) _____

Date of Birth _____

For Minor (print) _____

Date of Birth _____

For Minor (print) _____

Date of Birth _____

Parent/Guardian Signature _____ Date _____