



OKLAHOMA CITY BOAT CLUB
2004 YOUTH SAILING PROGRAM
Liability Release Form

Date _____

PLEASE PRINT your child's information.

OCBC MEMBER: YES _____ NO _____

Participant Name _____ Age: ____ Sex: ____ DOB: _____

Address: _____ City: _____ Zip: _____

Home Phone # _____ Mobile Phone # _____

Father's Name: _____

Place of Employment: _____ Work Phone: _____

E-Mail address: _____

Mother's Name: _____

Place of Employment: _____ Work Phone: _____

E-Mail address: _____

School You Attend: _____ Grade This Fall: _____

(initial) I give full permission to, and understand that, the Oklahoma City Boat Club may take photo pictures of participants, volunteers, and their families for publicity purposes.

Health Insurance: Group Policy _____ Insurance under Father Or Mother

ASSUMPTION AND ACKNOWLEDGMENT OF RISKS

RELEASE OF LIABILITY

and

MEDICAL AUTHORIZATION AGREEMENT

In consideration of being allowed to participate in the Youth Sailing Program of the Oklahoma City Boat Club ("OCBC"), for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns, I agree as follows:

1. **AUTHORITY.** To the extent this agreement is signed on behalf of a minor, I expressly represent and warrant to the Oklahoma City Boat Club and anyone acting on behalf of the Youth Sailing Program that I have the full and absolute authority to enter into this agreement and to bind myself and the minor for whom I am acting to the terms and conditions set forth herein.

2. **ACKNOWLEDGMENT OF RISKS.** I acknowledge that some, but not all, of the risks of participating in the Youth Sailing Program include:

- (1) Changing water flow, tides, currents, wave action and boats; wakes;

- (2) Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects;
- (3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
- (4) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions;
- (5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning;
- (6) The presence of insects and marine life forms;
- (7) Equipment failure or operator error;
- (8) Heat or sun related injuries or illnesses, including sunburn, sunstroke, or dehydration; and
- (9) Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident.

3. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY. I agree to assume responsibility for all the risks of the Youth Sailing Program, whether identified above or not *even those risks arising out of the negligence of the releasees named below*. My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the Youth Sailing Program *even if caused, in whole or in part, by the negligence of the releasees named below*. **I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while sailing or riding in any watercraft. I agree to provide and require an minor for whom I am responsible to wear a Life Jacket while sailing or riding in any watercraft and at any other time as instructed by the Youth Sailing Program.**

4. RELEASE. I hereby release the Oklahoma City Boat Club, its principals, directors, officers, agents, employees, and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted and their insurers, if any, (collectively "Releasees") *from any and all liability of any nature for any and all injury or damage (including death) to me or my minor children and other persons as a result of my/our participation in the Youth Sailing Program even if caused by the negligence of any of the releasees named above, or any other person (including myself)*.

5. MEDICAL AUTHORIZATION. I authorize the Oklahoma City Boat Club and each of the leaders of the Youth Program to act for me in seeking and making decisions regarding medical care on my children's behalf if I am not immediately available or in the event of an emergency (which the leaders may determine in their sole discretion). My authorization includes the right, with the advice of a physician, surgeon or dentist, to consent to or approve the performance of any type of medical procedure or examination, dental procedure, or the prescribing of medication, and to execute all necessary documents in connection with any stay in or admission to any hospital and/or care facility. In giving this consent and authorization, I recognize and understand that in situations where my children require immediate medical or hospital care, it may not be possible to contact me or I may not be in a position to evaluate the available alternative treatments or the risks attendant to each and the risks attendant to foregoing all treatment. In such situations, I authorize a physician, surgeon or dentist to exercise his or her professional judgment and assess the risks involved and choose the appropriate treatment and to render such care and perform such treatment as he or she deems necessary or appropriate for the health, safety and welfare of my children.

6. MANDATORY ARBITRATION. Any claim arising from my participation or the participation of any minor for whom I have represented that I am responsible shall be submitted to mandatory arbitration pursuant to the rules of the American Arbitration Association or other mutually agreeable arbitration process.

7. WAIVER OF JURY TRIAL. For myself and any minor for whom I am responsible, I hereby waive and relinquish any right I/we may have to a trial by jury and agree that any dispute of whatsoever nature arising under this agreement or my/our participation in the Youth Sailing Program shall be tried to a court of competent jurisdiction.

8. VENUE. Any dispute of whatsoever nature arising under this agreement or my/our participation in the Youth Sailing Program shall be resolved through proceedings in Oklahoma County only.

I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGMENT OF RISKS, RELEASE OF LIABILITY AND MEDICAL AUTHORIZATION AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST OCBC OR THE RELEASEES.

PARTICIPANT'S NAME _____

PARENT/GUARDIAN SIGNATURE _____ DATE _____