**DEL REY YACHT CLUB (DRYC) JUNIOR PROGRAM**

**PARENTS REPRESENTATIONS, AGREEMENTS, WAIVER OF LIABILITY**

**ASSUMPTION OF RISK, AND INDEMITY AGREEMENT**

The UNDERSIGNED parents or legal guardians of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a minor, request that said minor be allowed to participate in the DRYC Jr. Activities Program during the year 2016-2017 until; (a) DRYC receives from the undersigned written notice of cancellation of this consent. (b)The current program is completed; or DRYC notifies the undersigned in writing that such minor shall not be permitted to participate further.

IN CONSIDERATION of said minor being permitted to participate in the Program for the current year, and to use the facilities and property of DRYC in such program, the undersigned and each of them represents and agree as follows.

A.BASIC REPRESENTATION AND AGREEEMENTS

1. The undersigned are the natural parents or legal guardians entitled to custody of said minor.
2. (a) Said minor is in good health physically and emotionally capable of participating in the program. (b) said minor knows how to swim; and (c) the undersigned will immediately notify the conditions which might affect his/her ability to participate safely.
3. The undersigned are familiar with such program and activities, and understand that officers and agents are available to discuss the same if the undersigned wish additional information;(b) the undersigned and each one of them are solely responsible for the arrival and departure of said minor at the beginning and end of each day’s activity, and shall not allow said minor to remain on DRYC premises after each day’s activity without proper supervision or the prior written consent of DRYC; (c) the undersigned will inform said minor that he/she must cooperate with and promptly comply with the rules and directions of the persons in charge of said program, and at all times respect the rights of others and to exhibit good sportsmanship.

B. WAIVER OF LIABILITY

1. The undersigned and each of them, both individually, and their capacities as parent and guardian of the minor and o behalf of the heirs, legatees, devisees, assigns, and legal representatives hereby waive and release all claims, demands, actions or causes of action against DRYC, its members, directors, officers, agents and employees (“releases” herein) for injuries to said minor or damage to property of any ASMBYC member club or association, whether or not the injury of damage results from any negligent or other act, except any intentional act, of any of the foregoing. The undersigned and each of them are specifically advised of the provisions of Section 1542 of the California Civil Code which are waived herein. Said section provides: “A general release does not extend to claims which the creditor does not know of suspect to exist in his favor at the time of executing the release, which when if known by him must have materially affected his settlement with the debtor.”

C. ASSUMPTION OF RISK

The undersigned and each of them are aware that the activities of this program involve swimming in deep water, sailing and maneuvering a boat, sailboard or other watercraft in deep water, sometimes in crowded or other potentially hazardous conditions, which may include among other things, strong winds, high waves, unexpected immersion in deep water and collision with other watercraft and stationary objects such as docks, pilings and buoys. With full knowledge of the risks involved, the undersigned accept and themselves assume all risks of injury or death of said minor and damage to property arising from said minor’s participation in said program, and the use of the facilities and property of DRYC Junior Program and activities, whether or not such loss, liability, claim, damage or cost results from the negligence or other act, except intentional acts, of any releases.

D. INDEMITY AGREEMENT

The undersigned and each of them agree to indemnify said releases, and each of them, and hold harmless, from any and all loss and liability, claim, damage or cost, including reasonable attorneys fees they may occur, due to the participation of said minor in the DRYC Junior Program and activities, whether or not such loss, liability, claim, damage or cost results from the negligence or other act, except intentional acts, of any releases.

**THE UNDERSIGNED HAVE CAREFULLY READ THE FOREGOING AND FULLY UNDERSTAND THE MEANING AND LEGAL EFFECT THEREOF. IT IS RECOMMENDED THAT BEFORE SIGNING THEY SUBMIT THE SAME TO AN ATTORNEY OF THEIR OWN CHOICE TO EXPLAIN THE MEANING AND LEGAL EFFECT SHOULD ANY PROVISION ABOVE BE DETERMINED TO BE ILLEGAL OR UNENFORCABLE, THE REMAINING PROVISIONS SHALL BE FULLY EFFECTIVE, THE PROVISIONS ABOVE BEING SEVERABLE.**

**DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE OF MINOR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **NAME OF CHILD PRINTED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME OF PARENT.GUARDIAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE OF PARENT/GUARDIAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DEL REY YACHT CLUB JUNIOR PROGRAM**

**EMERGENCY & MEDICAL RELEASE INFORMATION**

**NAME OF CHILD\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PARENT OR GUARDIAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**HOME PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_WORK PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EXT\_\_\_\_\_\_**

**CELL PHONES\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**IF RESIDES OUT OF STATE/ OR DUAL RESIDENCE**

**PARENT OR GUARDIAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**HOME PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_WORK PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EXT\_\_\_\_\_\_**

**CELL PHONES\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MEDICAL INFORMATION**

**MEDICAL GROUP OR DOCTOR’S NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INSURANCE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ALLERGIES\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CURRENT MEDICATIONS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMERGENCY RELEASE OR AUTHORIZED PICK-UP**

**NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SAILORS ETHICS &CODE OF CONDUCT**

**IT IS IMPORTANT THAT EACH SAILOR READ AND FULLY UNDERSTAND WHAT IS EXPECTED OF THEM WHILE ENROLLED IN THE JUNIOR SAILING PROGRAM AT DEL REY YACHT CLUB.**

Be cooperative, supportive and respectful of the other people and their property at all times.

* Understand and obey the “Rules of the Road.”
* Be gracious in success, failure, victory or defeat.
* Teasing and taunting will not be tolerated

**THE PROGRAM**

1. Arrive on time with equipment ready to go and rigged. We cannot wait for late comers .
2. Attendance is taken daily, please let us know if you will be absent.
3. Find your rigging group and rig promptly.
4. PFD’s (life jackets),when you step on the ramp to the dock, you must be buckled, zipped up, your PFD must be worn at all times on the dock and water.
5. After rigging, store all equipment bags away after rigging, do not leave items loose on dock.
6. Sailing footwear is mandatory, water socks, teva’s. etc.
7. Sunscreen is mandatory, for best effectiveness, apply prior (at home)to arriving to the club.
8. Sunglasses and Hats are necessary!
9. BRING WATER
10. Please mark all personal gear with your(clothing, boat equipment) with permanent marker.
11. **DRYC is NOT RESPONSIBLE FOR LOST OR MISPLACED EQUIPMENT**. See handbook.
12. Stay with your group at all times, do not sail away. On land, stay with your group until dismissed by your instructor.
13. **ALL PARTICIPANTS** (member or non member) in the program are to use the restrooms adjacent to the pool (parking lot area) or the North Patio (basketball/table tennis area) only. Do not use the facilities inside the club house.
14. **LUNCH:** No eating in Junior Room or Pool area. Leave the first two rows of tables closest to the snack bar for members we use the last three rows. Orders for lunch are taken in the morning when meeting up with your instructor and will be handed in so that your lunch will be ready close to your arrival. You may also bring your lunch.
15. **AFTER LUNCH:** Clean up after yourself, whether you are using a table or sitting elsewhere, make sure your area is clean and chairs are returned and pushed back into place.
16. **LANGUAGE: FOUL LANGUAGE WILL NOT BE TOLERATED**; use may result in expulsion from the junior program. Offensive language or actions are not appropriate at any time. Disruptive sailors, and failure to respond to instructor directives will be removed from class, parents called and immediately sent home. **TAKE NOTE: NO REFUNDS**
17. Please conduct yourself in a Corinthian (good sportsmanship)manner at all times at DRYC as well as when visiting other clubs. You represent Del Rey Yacht Club.

**FAILURE TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS MAY RESULT IN EXPULSION FROM THE JUNIOR SAILING PROGRAM. TAKE NOTE: NO REFUNDS**

 **Sailors signature Date**