

## **New Trier Sailing – Release of Liability**

For and in consideration of New Trier Sailing (“NTS”) allowing \_\_\_\_\_ (“Participant”), for whom I am a parent or legal guardian, to participate in any capacity in an NTS-sanctioned, licensed, or approved event or activity (“Event” or “Events”); I hereby agree to and make the following contractual representations pursuant to this Agreement (“Agreement”):

A. DEFINITIONS: For purposes of this Agreement, the term “**I**” or “**me**” includes myself, my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns. “**Participant**” includes any New Trier Sailing team member, any person trying out to be a team member and any person assigned to sail with a team member in an Event. “**Event**” includes any activity conducted by or for NTS or in which participation occurs as a result of membership in NTS or the New Trier Sailing Team, including, but not limited to, team practices, individual or small group coaching sessions, regattas, travel to or from Events, or NTS-sanctioned social events. “**NTS**” shall refer to NTS as an entity, as well as the New Trier Sailing Team. “**Organization**” shall refer to any other organization or entity that sponsors or operates any Event. “**Risks**” is defined in section C below. “**Released Parties**” is defined in section E below.

B. RULES AND REGULATIONS: I and the Participant agree to abide by the rules, regulations, and policies of NTS, as well as the rules, regulations and policies of any Organization sponsoring or operating any Event, including any and all COVID-19 related safety measures required by NTS or the Organization. I and the Participant agree to immediately report to NTS if I, the Participant or any person in our immediate family or who has been in close contact with any member of our immediate family tests positive for COVID-19, for tracing purposes as well as to permit determination of ability to participate in Events.

C. ACKNOWLEDGMENT OF RISKS: I knowingly, willingly, and voluntarily acknowledge the inherent Risks associated with the sport of sailing, and that participation in NTS activities involves risks and dangers including, without limitation, risks of: serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases such as COVID-19), trauma, pain and suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or man-made 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 NTS, Organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers.

D. ASSUMPTION OF RISKS: I understand that the aforementioned Risks may be caused, in whole or in part, or result directly or indirectly from, the negligence of my own or the Participant's actions or in-actions, the actions or in-actions of others participating in the Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I or the Participant incur as a result of the Participant's participation in any Events. I also agree to be responsible for any injury or damage caused by me, the Participant, or any agents under any of our direction and control at any Event.

E. RELEASE AND INDEMNITY: In consideration of the Participant's participation in any Event, I hereby release from liability and waive any claims against NTS or any employee, officer or board member of NTS, as well as against the owner or organizer of the Event, its licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers, directors, employees, volunteers and contractors of them (the "Released Parties") with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including medical expenses, court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my or the Participant's participation in any Event, 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 that may be imposed on, incurred by, or asserted against any Released Party resulting from, arising out of, in connection with, or relating to, any breach of this Agreement by me or by the Participant.

F. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral 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 enforce-ability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, WAIVER FROM LIABILITY, AND INDEMNIFICATION.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any Event.

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**Participant**

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**Parent or Guardian**

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**Date**