



SAIL ORCAS WAIVER AND RELEASE OF LIABILITY

For and in consideration of the undersigned's participation in Sail Orcas Junior and Adult Sailing Classes and Events (each, an **'Event'** or, collectively, the **'Events'**), sponsored by Sail Orcas – A Sailing Educational Foundation (the **'Organization'**), various host clubs or other organizations including, without limitation, the Orcas Island Yacht Club (each, a **'Host'** and collectively, the **'Hosts'**), and taught by one or more Program Coaches of the Organization (each, a **'Coach'** and collectively, the **'Coaches'**). I (**'Participant'** or **'I'**, **'me'** or **'my'**), for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to all the terms and conditions set forth in this agreement (this **'Agreement'**):

A. RULES AND REGULATIONS:

I hereby agree to abide by the rules, regulations, and policies of the Organization, Hosts, and any Coach including, without limitation, any and all COVID-19 related safety measures required by the Organization, any Coach, Hosts, or applicable state or local authorities.

B. ACKNOWLEDGEMENT OF RISK:

I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing and attending any Event, and that participation in any Event involves risks and dangers including, without limitation, the following potential for serious bodily injury (e.g., broken bones, head or neck injuries, etc.); sickness and disease; trauma, pain and suffering; temporary or 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 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 the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (collectively, **'Risks'**).

I understand and accept the Risks under this Agreement include the potential exposure to contagious viruses including, without limitation, COVID-19, an extremely contagious virus that spreads from person-to-person contact. I understand that attending or participating in any Event could increase my risk of contracting contagious viruses which may result in personal injury, illness, permanent disability, and death.

C. 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 own actions or inactions, the actions or inactions of



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others participating in any of the Events, or the negligent acts or omissions of the Released Parties (as defined below). Notwithstanding the Risks, I acknowledge that I am knowingly and voluntarily participating in each Event with an express understanding of the Risks involved and hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Events. I also agree to be responsible for any injury or damage caused by me or any agents under my direction or control at any Event.

D. RELEASE:

IN CONSIDERATION OF MY PARTICIPATION IN ANY EVENT AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY IRREVOCABLY AND FOREVER RELEASE FROM LIABILITY AND WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE ORGANIZATION, ALL COACHES, AND ALL HOSTS OF THE EVENT, AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, LICENSEES, COMPETITION MANAGERS, PROMOTERS, SPONSORS, ADVERTISERS, BENEFICIARIES, VENUE PROVIDERS, SUPPORTING ORGANIZATIONS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE **'RELEASED PARTIES'**), WITH RESPECT TO ANY LIABILITY, CLAIM(S), DEMAND(S), CAUSES(S) OF ACTION, DAMAGE(S), LOSS, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEY FEES) OF ANY KIND OR NATURE (COLLECTIVELY, 'LIABILITY') WHICH MAY DIRECTLY OR INDIRECTLY ARISE OUT OF, RESULT FROM, OR RELATE IN ANY WAY TO MY PARTICIPATION IN ANY OF THE EVENTS, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LIABILITY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES.

E. MEDIA RELEASE:

I hereby grant to the Organization and Hosts, perpetually and irrevocably, the unconditional and exclusive right, title, and interest throughout the world to simulate, portray, broadcast, reproduce, digitize, edit, adapt, creative derivative works of, and otherwise use my name, image, appearance, likeness, voice, personality, personal identification, personal experiences, incidents, situations, and events, and all materials created by or on behalf of the Organization,

Hosts, or both that incorporate any of the foregoing whether visual, audio, or both, including without limitation photographs, videotape, film and other recordings, electronic or optical-based media, or any other form or medium whatsoever, whether now existing or hereafter created, and of every kind and character (collectively, the **'Media Materials'**), which may be taken or taken of me while participating in any aspect of any of the Events without my further consent. I understand and agree that the Organization, Hosts, or both (as determined by the Organization or Hosts) will be the owner(s) of any and all right, title, and interest in and to the



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Media Materials, in any derivative works, and in any merchandising, advertising, promotional, and publicity rights and materials related thereto in all media of every nature whatsoever, whether now known or hereafter devised. I reserve no rights with respect to such uses.

I acknowledge the Organization's and the Hosts' right, title, and interest in and advertisement, promotion, distribution, and sale of products or events directly or indirectly related to the Events and related programming or products. I agree that the Organization and Hosts shall have unlimited right to vary, change, alter, modify, add to, and delete from any depictions of me in the Media Materials and to rearrange or transpose such depictions as each may determine. I hereby waive any right to inspect, review, or approve the Media Materials and their use by the Organization and the Hosts and acknowledge that I am to receive no royalty, payment, or other compensation with respect to any matter referred to herein and that any and all of the rights granted herein are freely assignable by the Organization and Hosts.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY IRREVOCABLY AND FOREVER WAIVE, RELEASE, AND DISCHARGE THE ORGANIZATION AND HOSTS AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, ASSIGNS, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I MIGHT NOW OR HEREAFTER HAVE, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LIBEL, DEFAMATION, INVASION OF ANY RIGHTS OF PRIVACY (INCLUDING INTRUSION, FALSE LIGHT, PUBLIC DISCLOSURE OF PRIVATE FACTS, AND MISAPPROPRIATION OF NAME OR LIKENESS), RIGHT OF PUBLICITY, INFRINGEMENT OF COPYRIGHT OR TRADEMARK, INFRINGEMENT OF MORAL RIGHTS, PHYSICAL OR EMOTIONAL INJURY OR DISTRESS, OR VIOLATION OF ANY OTHER RIGHT DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY UTILIZATION OF THE RIGHTS GRANTED UNDER THIS MEDIA RELEASE.

F. MEDICAL EMERGENCIES:

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Event. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation or evacuation. I understand that the Events take place on or near an island without an emergency room hospital and that emergency medical services may require air transport, which can incur significant expenses. I understand that the Organization recommends that I consider enrolling in medical flight services, which offer annual or short-term memberships, and review the latest costs and policies of medical flight service providers, such as those listed below:



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1. Island Air Ambulance: Membership must be at least three (3) days prior to the Event.
More information is available at islandairambulance.com.
2. Airlift NW: More information is available at uwmedicine.org/airlift-nw.

I acknowledge and agree that the Organization is not responsible for, and makes no promises or commitments with respect to, any such medical flight services.

G. 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 enforceability of any remaining provisions.

ACCEPTANCE OF TERMS AND CONDITIONS

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, AND WAIVER FROM LIABILITY.

By signing below, I (as the Participant or as the legal parent or guardian of the minor Participant identified above) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor Participant's) participation in any Event.

Signature (Parent if under 18) _____ Date _____

Printed name _____

Participants name _____

Emergency Contacts names and cell numbers:

First _____ Cell _____

Second _____ Cell _____

Allergic Reactions/Medications _____