



# IHYC JUNIOR SAILING

## Parental Consent and Release from Liability

**This form is required for registration**

I, \_\_\_\_\_ the undersigned parent/guardian of \_\_\_\_\_, hereby agree that said child has our consent to receive instruction in sailing and to participate in related activities, as well as all other activities connected with the Junior Sailing Program at the Island Heights Yacht Club (IHYC) in Island Heights, NJ.

I understand that the program activities include individual and team sailing on the Toms River and nearby waters of Barnegat Bay; swimming; limited travel to other yacht clubs and nearby points of interest; and various other sports and educational activities. Transportation may be provided via IHYC-owned motorboats as part of the Program, via boats or automobiles provided by Club volunteers, or in automobiles provided by instructors, volunteers or other parents. We understand that these and other Program activities involve risks.

On behalf of myself and my minor child named above, I hereby release IHYC and any and all of its Officers, agents, or employees (including, but not limited to, sailing instructors and stewards), or any other person acting on its behalf from any liability or claims (including, but not limited to, those based on negligence, failure to supervise, or similar causes of action) that may arise as a result of his or her participation in the IHYC Junior Sailing Program.

I acknowledge my responsibilities with respect to my child's participation in the Program, including, without limitation, provision of safe transportation to and from the Program and the need to make certain that my child's boat and equipment are seaworthy for the conditions that may be encountered during program activities.

I also acknowledge that sportsmanship and good behavior are expected during the Program. I understand that my child's behavior and actions are my responsibility, and that any illegal or persistently negative behavior by my child is grounds for removal from the Program at the sole discretion of the IHYC Junior Sailing Committee with the Consent of the Board.

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Signature of Parent/Guardian

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Date



# IHYC JUNIOR SAILING

## Sailors Code of Conduct

This form is required for registration

Name of Child : \_\_\_\_\_ Age: \_\_\_\_\_

Respect for instructors, fellow students, adults helping to run the program and the safety of all participants is paramount. If a behavior problem is repeated or serious, suspension or expulsion may be necessary and is done at the sole discretion of the IHYC Junior Sailing Committee with the Consent of the Board. There will be no refunds for suspension or expulsion from IHYC Junior Sailing for behavioral problems.

Inappropriate behavior includes, but is not limited to, the following:

- ☐ Verbal abuse of anyone whether or not associated with IHYC for any reason, including use of foul language
- ☐ Threatening, physical abuse and/or fighting, bullying, under any circumstances
- ☐ Stealing or borrowing without permission
- ☐ Damaging property
- ☐ Possessing and/or consuming alcohol, tobacco, electronic cigarettes/vape or controlled substances
- ☐ Noncompliance with the directions of any instructor, Director, supervising parent, or yacht club employee

I have read and discussed these rules with my children.

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Date



# IHYC JUNIOR SAILING

## Medical Consent Form

This form is required for registration (1 per sailor)

Name of Child : \_\_\_\_\_

Birth Date : \_\_\_\_\_ Age: \_\_\_\_\_

Health Insurance : \_\_\_\_\_ ID: \_\_\_\_\_

I, the undersigned parent/guardian of \_\_\_\_\_, hereby agree that in the event an accident or injury occurs to said child while participating the Island Heights Yacht Club (IHYC) Junior Sailing Program, that:

Such child may obtain medical care and treatment from any hospital, physician or licensed medical practitioner under the direction of a physician, as such physician or physicians may deem advisable under the circumstances;

IHYC, in the discretion of its Officers, Governors, employees or responsible volunteers or Club members on the scene, may consent on our behalf to the furnishing of such medical care and treatment as recommended by the hospital or physician;

We will pay reasonable costs of such medical care or treatment, and we will indemnify and hold harmless IHYC, its Officers, Governors, employees, members and volunteers, of and from any liability for such cost.

We understand that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required, but is given to provide authority and power to render care as said hospital or physician finds advisable under the circumstances.

We understand that every reasonable effort will be made to contact us prior to the provision of medical care and treatment of our child, but the treatment will not be withheld if we cannot be reached.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date



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## **Waiver/Release for Communicable Diseases Including COVID-19**

In consideration of being allowed to participate in Island Heights Yacht Club Junior Sailing Program (IHYC) the undersigned acknowledges, appreciates, certifies and agrees that:

1. My participation includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness, injury, and death does exist.
2. If I have a pre-existing health condition, exposure to COVID-19, or any other infectious disease may be more likely to cause serious illness, injury, or death.
3. IHYC cannot ensure that all other participants, including instructors and volunteers, are taking precautionary measures to mitigate risks to ensure the health and safety of other participants, instructors, and volunteers, and therefore, participation in an IHYC Event involves risk of exposure to infectious disease; and;
4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
5. I certify that I have not recently tested positive for, and am not exhibiting symptoms of COVID-19, which include a cough, fever, shortness of breath or difficulty breathing, loss of taste or smell, headache, chills, muscle or body aches and/or sore throat.
6. I certify that I do not have a household family member/roommate who has recently tested positive for or exhibited the above-referenced symptoms of COVID-19.
7. I willingly agree to comply with all recommendations provided by IHYC to ensure program safety. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest instructor or club official; and,
8. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS IHYC, its officers, officials, agents, and/or employees, other participants, volunteers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY,



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DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_\_