



## Lake Norman Community Sailing Assumption of Risk Waiver and Release Agreement

### PARTICIPANT INFORMATION

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

NAME: (First) \_\_\_\_\_ (Last) \_\_\_\_\_ Date of Birth \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE **home** (\_\_\_\_\_) \_\_\_\_\_ **work** (\_\_\_\_\_) \_\_\_\_\_ **mobile** (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ (LNCS use only) How did you hear about us? \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Emergency Phone (\_\_\_\_\_) \_\_\_\_\_

**A. ASSUMPTION OF RISK:** I understand that I am voluntarily participating in the Activities<sup>1</sup> and such Activities in which I will engage in connection with or relating to Lake Norman Community Sailing ("LNCS")<sup>2</sup> will expose me to many hazards and involve inherent risks of personal injury, illness and death. I understand that participating in the Activities may result in injuries to participants including, but not limited to, placing stress on the body that it has not been prepared for; accidents in learning or practicing techniques; failing to follow training, safety or racing rules; the use of transportation to and from regattas, races and other events and the administration of first aid. I choose to participate in and observe the Activities despite all hazards and risks associated therewith. I assume all hazards and risks and accept responsibility for any personal injury, illness and/or death, among other risks, that I may suffer from the Activities.

**B. WAIVER AND RELEASE:** In consideration of LNCS providing services and facilities to allow me to participate in and observe Activities, and on behalf of myself and my family, heirs and personal representatives: (1) I waive my right to sue LNCS for any property damage and loss, and any personal injury, emotional distress, illness and death, which I may suffer as a result of participating in or observing the Activities, whether caused by the acts or omissions of LNCS or otherwise; (2) I release LNCS from any and all liabilities and claims arising from the Activities and the qualifications set forth in Section D below; (3) I understand that I should be in good physical health to participate in the Activities; (4) I promise LNCS that I will not participate in the Activities if I am under the influence of alcohol or drugs; and (5) LNCS may take and use photographs, video, film and other images of me participating in or observing the Activities. I waive any right of privacy, publicity, compensation, copyright or other rights to those images and I consent to LNCS using those images for any purposes.

**C. PARTICIPANT INDEMNITY:** I agree to indemnify and hold LNCS harmless from all claims, causes of action, liability, losses, or damages for any property damage, property loss or theft, personal injury, death or other loss (including, without limitation, attorneys fees, expenses and costs) arising from or relating to my use of the property, facilities, and/or services of LNCS.

**D. ACKNOWLEDGEMENT OF SKILLS, TRAINING AND PHYSICAL CONDITION:** I acknowledge that the Activities are strenuous and dangerous and require a certain degree of physical condition, ability, maturity and skill. I acknowledge that I (or my child) have the requisite skills, qualifications, physical and mental ability and training necessary to properly and safely participate in the Activities. I agree that I have no limitations or medical restrictions on my participation except as disclosed below. I agree that I will obey the directions of my instructors and will follow all safety rules, including without limitation the LNCS Rules of Safety and Conduct [and meet the Swimming Competency Criteria each] attached hereto. I agree that if I have any questions as to what skills, maturity, qualifications, training or physical or mental requirements are necessary to properly participate in the Activities, I will direct those questions to the appropriate LNCS staff member on site.

**E. REFUND POLICY:** Each session of the programs is open to a limited number of registrants. In the event that a child cannot participate in a session in which he/she has registered, a 90% refund will be issued when a minimum of seven (7) days advance notice is given. If less than seven (7) days advance notice is given, a 75% refund will be issued. Once a camp has begun, no refund will be given. Please allow up to 30 days for refund processing.

**F. ACKNOWLEDGEMENT OF UNDERSTANDING:** I have read this Registration Form, Assumption of Risk Waiver and Release Agreement (this "Agreement") and the LNCS Rules of Safety and Conduct [and Swimming Competency Criteria each] attached hereto, I understand their contents and I sign this Agreement voluntarily. I intend by this Agreement **to assume all hazards and risks, waive all rights to sue and release all liabilities and claims** with respect to my participation in the Activities. I understand that this Agreement has **no expiration date** and remains in effect at all times that I am observing or participating in the Activities.

**G. GOVERNING LAW:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina, without regard to principles of conflict of laws.

Date: \_\_\_\_\_ Age: \_\_\_\_\_  
**Signature of Participant** \_\_\_\_\_ (If under 18 complete back)

Activity for which you are registering: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>1</sup> "Activities" or "Activity" is defined as all activities or any activity associated with Lake Norman Community Sailing or occurring at or near the Lake Norman Community Sailing facilities or any facilities at which Lake Norman Community Sailing conducts its activities, including, without limitation, sailing, rowing, swimming, kayaking, canoeing, hiking, running, spectating, walking and participating in special events.

<sup>2</sup> "LNCS" means Lake Norman Community Sailing, its directors, officers, employees, agents, volunteers, sponsors, advertisers, lessors and any other person or entity affiliated, associated or connected therewith.

## MINOR CONSENT, MEDICAL HISTORY AND AUTHORIZATION

**MINOR'S NAME:** (Last) \_\_\_\_\_ (First) \_\_\_\_\_ Date of Birth \_\_\_\_\_

**CONSENT OF PARENT OR LEGAL GUARDIAN (if Participant is under 18 years of age):** I certify that I am the parent or legal guardian of the above named Participant, that I have read and understand the LNCS Rules of Safety and Conduct attached hereto and that the Participant is of adequate physical health, maturity, ability and skill and voluntarily participates in the Activities. I give my permission for Participant to participate in the Activities and I execute this Assumption of Risk, Waiver and Release Agreement on his/her behalf. This Agreement shall apply to and bind me and the Participant.

**\*Sign here** \_\_\_\_\_  
\*Parent/Guardian signature required

**MEDICAL AUTHORIZATION:** I hereby authorize and consent to the administration of any and all medical, dental, and surgical examinations or operations and treatment or all other related care, including the administration of drugs, tests, anesthesia and / or blood transfusions to the above named minor person that may be ordered by a physician and / or dentist in attendance at the medical center deemed necessary for emergency treatment. I hereby consent to the release of medical report(s) to any doctor or agency and consent to the admission of the above named minor person to the hospital.

I understand that Lake Norman Community Sailing, employees and volunteers assume no financial obligation or liability in the case of my child's accident or illness. If I, or anyone on my or my child's behalf makes a claim against North Carolina Community Sailing, or their officers, employees and volunteers arising out of related to my child's participation in Sailing and Rowing programs, I agree to indemnify and save and hold them harmless from any litigation expenses, attorneys' fees, loss, liability, damage or costs they may incur due to the claim made against any of them, whether the claim is based on their negligence or otherwise. I sign this agreement on my behalf and on behalf of my personal representatives, assigns, heirs and next-of-kin. I hereby give my permission for emergency treatment for my child and assume financial responsibility for such treatment.

**\*Sign here** \_\_\_\_\_  
\*Parent/Guardian signature required. \_\_\_\_\_ Parent/Guardian Printed Name \_\_\_\_\_

Parent/Guardian Date of Birth \_\_\_\_\_ Relationship \_\_\_\_\_

First person to contact in an emergency:

Name \_\_\_\_\_ Phone (day) \_\_\_\_\_ Phone (eve) \_\_\_\_\_

Alternate person to contact in an emergency:

Name \_\_\_\_\_ Phone (day) \_\_\_\_\_ Phone (eve) \_\_\_\_\_

Physician \_\_\_\_\_ Name \_\_\_\_\_ Phone \_\_\_\_\_ Address \_\_\_\_\_

Health Insurance Co. \_\_\_\_\_ Medical Policy # \_\_\_\_\_

Asthma Yes \_\_\_\_\_ NO \_\_\_\_\_ Does your child carry an inhaler? \_\_\_\_\_

Usual cause of asthma occurrence \_\_\_\_\_

Allergies \_\_\_\_\_

Medications \_\_\_\_\_

Diabetes Yes \_\_\_\_\_ NO \_\_\_\_\_ Frequency of dosage and type of Insulin \_\_\_\_\_

May Sunscreen be applied? YES NO

Medical Concerns \_\_\_\_\_

Limitations on Activities (be specific about reason for limitation, i.e. injured knee, as well as what activities your child can and cannot do and timeline for recovery)

**NORTH CAROLINA COMMUNITY SAILING (“NCCS”)  
dba LAKE NORMAN COMMUNITY SAILING (“LNCS”)  
RULES OF SAFETY AND CONDUCT  
Safety of participants is the highest priority.**

- 1. The Assumption of Risk Waiver and Release Agreement must be properly signed for ANY guest to participate in any LNCS water activity.**
- 2. We recommend that any persons engaging in any water activity be able to swim.**
- 3. Participants must wear closed-toed shoes, no flip-flops.**
- 4. All participants in all programs must have paid the required fee before they participate.**
- 5. Fair play, team cooperation and good sportsmanship are expected, at all times, from all participants.**
- 6. Offensive behavior or language has no place at LNCS.**
- 7. Mecklenburg County Park rules apply...alcohol is not permitted.**
- 8. All watercraft will be off the water before sunset every day and watercraft are not to be launched before sunrise.**
- 9. Participants must have personal flotation devices (PFDs) at all times in all watercraft and on all docks.**
- 10. Each participant is responsible for properly maintaining and returning to storage his or her boat and other equipment.**
- 11. Powerboats are restricted to use as safety and coaching boats and operators must be properly trained. Any other use must have expressed consent of the Executive Director.**
- 12. Any groundings or collisions (no matter how slight), injuries, damage to and/or maintenance required to watercraft must be reported to LNCS staff as soon as possible, and serious issues need to be reported by an incident report.**
- 13. Mecklenburg County does not allow swimming from the shores of its parks. Therefore, no swimming from the shore of the park is permitted.**
- 14. Coaches, instructors and LNCS staff will be respected.**
- 15. LNCS staff reserves the rights to remove any participant from any LNCS activity and to ask any participant to leave the LNCS premises.**
- 16. LNCS staff may cancel, delay, or postpone activities at their sole discretion.**

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Signature of Participant

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Date