



LIABILITY AND MEDICAL RELEASE

I (we) the undersigned parent, parents or guardian of, \_\_\_\_\_, a minor, understand that participation in this program is entirely at their own risk and that neither the RPC Junior Sailing Program Committee, Rocky Point Club, its Officers and Board of Governors chaperones, sponsors nor the organizing bodies or committees or individuals appointed or volunteering accept any liability for damages to property or personal injuries sustained during this program, and do hereby authorize and consent to any X-ray, examination, anesthetic, medical or surgical diagnosis rendered under the general or special supervision of any member of the medical/dental profession licensed under applicable law or on the staff of any acute general hospital. It is understood 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 which the aforementioned physician in the exercise of his best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that any of the above treatment will not be withheld if the undersigned cannot be reached.

Signature of Parent or Guardian: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

Parent #1 contact phone number: \_\_\_\_\_

Parent #2 contact phone number: \_\_\_\_\_

Emergency contact name and phone number: \_\_\_\_\_



ROCKY POINT CLUB AGREEMENT, WAIVER, AND RELEASE

THIS AGREEMENT, WAIVER AND RELEASE is made this day, indicated below, by and between Rocky Point Club Inc. ("RPC") and the Parent(s) and/or Legal Guardian(s) ("Parents") of the Minor ("Minor").

Parent(s): \_\_\_\_\_ Minor: \_\_\_\_\_

Recitals

Parents acknowledge, consent and grant permission for Minor to be a member of RPC Junior Sailing Program. Parents acknowledge, consent and grant permission for RPC its employees, or agents have the right to take photographs, videotape or digital recordings of Minor and to use these in any and all media, now and hereafter known, exclusively for the purpose of RPC publications, without financial remuneration. Parents further acknowledge, consent and grant permission for Minor to use and enjoy property and facilities offered in connection with RPC Junior Sailing Program and to participate in activities as a member of RPC Junior Sailing Program including, but not limited to, travel to other states, boating, sailing, sailing lessons, sailboat racing and other water-related sports or activities in the State of Connecticut or elsewhere. Parents affirm that they have the authority to act as stated in this Agreement, Waiver and Release.

Release

In consideration of becoming a member of RPC Junior Sailing Program, and participation in the activities of RPC Junior Sailing Program, Parents, for themselves and for Minor and his/her legal representatives, heirs and assigns hereby release, waive and discharge RPC, its officers, Board of Governors, directors, members, owners, managers, agents, employees, representatives and volunteers from all liability for any and all loss or damage, and any claim for damages resulting from Minor's membership in RPC Junior Sailing Program and/or participation in the activities of RPC Junior Sailing Program, or accidental injury, to Minor's person or property including injury resulting in death.

Parents waive any and all rights to claims for RPC's negligence resulting in bodily injury, death or property damage while the Minor is in or upon the property of RPC, or while participating in any RPC activity in the State of Connecticut or elsewhere. If any claim is pursued by or on behalf of any child or parent then the parents agree to the fullest extent permitted by law to defend and indemnify RPC and its officers, Board of Governors, managers, agents, employees and representatives, including the costs incurred in enforcing this indemnification.

Parents agree to the fullest extent permitted by law to defend (including the costs incurred in enforcing this indemnification), indemnify and hold harmless RPC, and its officers, directors,



Board of Governors, members, owners, managers, agents, employees, representatives and volunteers from any loss, liability, damage or cost RPC may incur as a result of Minor's activities while participating in activities of RPC Junior Sailing Program.

Parents acknowledge that Minor is in the care of RPC while Minor participates in activities of RPC Junior Sailing Program, either in the State of Connecticut or elsewhere. Parents hereby authorize and consent that RPC, and any of its officers, directors, members, volunteers and/or employees, may seek and provide any and all medical care and attention on behalf of Minor should injury, regardless of the extent, occur to Minor, and further authorize all physicians, hospitals and other medical providers to administer all required medical care and treatment to and for Minor, without further notice or written authorization. It is understood by and between RPC and Parents that all efforts will be made to contact and inform Parents of any injury, but that such contact, whether successful or not, shall not prevent the administering of any necessary medical attention and treatment as consented to herein. Parents acknowledge that they will remain responsible for the costs of all such medical treatment and agree to the fullest extent permitted by law to indemnify and hold harmless RPC from any such costs.

Parents acknowledge that the boats and/or other property of RPC and others will be used by members of RPC Junior Sailing Program and are subject to normal wear and tear. Parents hereby agree to be responsible and pay for any property damage, beyond normal wear and tear, as defined by RPC, to the boats and/or other property of RPC and others used by Minor as a member of the RPC Junior Sailing Program.

Parents expressly agree that this Agreement, Waiver and Release shall be governed by and construed in accordance with the laws of the State of Connecticut, that it is intended to be broad and as inclusive as permitted by the laws of the State of Connecticut, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Parents acknowledge that they understand and have been fully informed of the contents of this Agreement, Waiver and Release by reading it before signing below. In witness whereof, Parents have executed this Agreement, Waiver and Release the day and year written below:

Parent(s)/Legal Guardian(s) Print Name(s): \_\_\_\_\_  
Relationship(s) to Minor: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Signature: \_\_\_\_\_