

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to utilize the services and programs of Henderson Harbor Water Sports Programs, Inc. (“HHWSP”) and Henderson Harbor Yacht Club (“HHYC”) by the Registered Participant and/or for the Parent, Parents, or Guardians of a Minor Participant, to participate in any program affiliated with HHWSP and/or to use the facilities or equipment of HHWSP or HHYC, the Participant and/or for the Parent, Parents, or Guardians of a Minor Participant on behalf of themselves or the Participating Minor, as well as any personal representatives, heirs, and/or next of kin (hereinafter referred to as the “Participant”) hereby acknowledges, agrees, and represents that they have had an opportunity to inspect and have carefully considered such premises, equipment and facilities and/or the affiliated programs and that the Participant finds and accepts same as being reasonable safe and suited for the use or participation by the Participant. The Participant further acknowledges that participation in the services and program offerings of HHWSP and HHYC can result in injury including the possibility of serious health consequences.

The Participant hereby agrees, represents, and warrants that neither the Participant nor anyone affiliated with the Participant shall visit or utilize the facilities, services, and programs of HHWSP or HHYC within a 10-day period following (i) exposure to any person who has a suspected or confirmed case of COVID-19 or Norovirus, (ii) experiencing any symptoms of COVID-19 or Norovirus, including without limitation, fever, cough or shortness of breath, vomiting, diarrhea, or (iii) a suspected or diagnosed/confirmed case of COVID-19 or Norovirus in the family or household of the Participant. HHWSP will attempt reasonable accommodation for rescheduling of the Participant to alternative program dates. The Participant agrees to notify HHWSP immediately if they believe that any of the foregoing access/use restrictions may apply at any time during or following the Participant’s visitation to or use of the facilities or equipment, or participation in HHWSP and HHYC programs or services.

The Participant acknowledges and agrees that HHWSP and HHYC may revise their procedures at any time and further agrees, at all times, to comply with HHWSP’s and HHYC’s procedures prior to utilizing the facilities, services, and programs of HHWSP or HHYC. The Participant acknowledges and accepts on behalf of themselves and their family the known and potential risks of utilizing the facilities, services, and programs of HHWSP and HHYC and acknowledges that sue thereof by the Participant and/or their family may, despite HHWSP’s and HHYC’s reasonable efforts to mitigate such risks, result in injury, illness, disability, or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER HHWSP OR HHYC FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM

AFFILIATED WITH HHWSP OR HHYC, THE PARTICIPANT HEREBY AGREES TO THE FOLLOWING.

THE PARTICIPANT, KNOWINGLY AND VOLUNTARILY ON THEIR BEHALF, FOREVER RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE HHWSP OR HHYC, their Directors, Officers, Employees, Volunteers and/or Agents for any costs, losses or damages, or to make any claims or demands on account of any property damage, or injury, including but not limited to illness or death of the Participant or their family members whether caused by the negligence of HHWSP or HHYC or otherwise, resulting from the Undersigned or their family members using the premises, facilities or equipment of HHWSP or HHYC or participating in any program offered by HHWSP.

PARTICIPANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS HHWSP AND HHYC, its Directors, Officers, Employees, Volunteers, and Agents from any loss, liability, damages or costs which may be incurred, related to any cause whatsoever while the Participant or their family is in, upon, or about the HHWSP or HHYC premises, facilities or equipment or participating in any program affiliated with HHWSP or HHYC. The Participant understands and agrees that HHWSP and HHYC are not required to provide insurance to cover the Participant or their family in the event they suffer illness, injury, death, property loss, theft or damage of any sort, upon or about the premises or any facilities or equipment therein or participating in any program affiliated with HHWSP or HHYC. Any insurance of the Participant or their family shall be primary.

The Participant on their own behalf, and on behalf of their family, agrees and acknowledges that use of HHWSP and HHYC facilities and services, and participation in HHWSP and HHYC programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE PARTICIPANT ON THEIR BEHALF AND ON BEHALF OF THEIR FAMILY HEREBY ASSUMES FULL RESPONSIBILITY FOR ALL RISKS OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the Participant or their family; and the Participant further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance of the Agreement shall, Notwithstanding, continue in full legal force and effect.

I, THE PARTICIPANT, HAVE CAREFULLY READ AND VOLUNTARILY AGREED TO THIS ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING AGREEMENT HAVE BEEN MADE. I FURTHER UNDERSTAND THAT IF I AM AGREEING TO THIS AGREEMENT ON BEHALF OF A MINOR CHILD, I REPRESENT AND WARRANT TO HHWSP AND HHYC THAT I HAVE FULL AUTHORITY TO AGREE TO THIS AGREEMENT ON BEHALF OF SUCH MINOR CHILD.