



community sailing center  
lake champlain : burlington vermont

## Program Liability Waiver

All participants must read and sign this document and return the completed form at time of registration. If equipment is to be used by a minor, then either a parent or guardian must read and execute this form.

**Your signature indicates that you understand and agree to the terms of the waiver.**

In consideration of any and all privileges made available by Lake Champlain Community Sailing Center, Inc to me or my child:

Name of Participant \_\_\_\_\_

I/We certify that the participant and crew are able to swim 50 yards unassisted and tread water for 5 minutes. I/We understand and agree to wear a Coast Guard Approved personal flotation device (PFD) and full closure shoes at all times I either in the boats or on the docks and site.

I/We agree to assume the obligations for the expenses of repair and/or replacement of damaged program equipment that is attributable to me (or my child's) or my crew's reckless or irresponsible behavior.

I/We understand that the participant may be removed from the program without refund if his or her behavior is deemed inappropriate or unacceptable pursuant to the Center's rules, which I/We have read and agree to abide by them.

I/We recognize that minors must stay with an instructor or parent at all times when they are on Center premises; therefore, the participant will be dropped off close to the program's starting time and will be picked up promptly after the program completion time.

I/We agree to assume all risks and accept full responsibility associated with my (or my child's) participation in the Lake Champlain Community Sailing Center Programs. Lake Champlain is a dynamic body of water, upon which weather conditions may change dramatically; I/We hereby acknowledge and accept full responsibility associated with foreseen and unforeseen risks inherent in such activities.

I/We acknowledge that sailing or paddling is a hazardous action sport which can cause death by numerous causes including, but not limited to, drowning, hypothermia, and other severe injury. I/We further acknowledge that permanent disfigurement and/or disability can result from sailing due to broken bones, lacerations, contusions, skin puncture and other injuries. I/we hereby **waive any right to claims, causes of action, damages, judgments, costs or expenses** arising from this activity and agreement and agree to **indemnify, defend and hold harmless** the City of Burlington and the Lake Champlain Community Sailing Center, Inc., and the officers, directors, trustees, staff, employees and agents of these organizations or representatives ("indemnitees") from any and all liability for injury or death or other loss of any kind suffered by me (or my child) or my crew in connection with this program, regardless of cause, including the action or negligent action of the undersigned, the indemnitees or any other program participant.

I/We understand the contents of this Liability Waiver Form and guarantee that I (and parent or guardian of minor above, where applicable) and any crew under my control will adhere to the program rules.

## Emergency Treatment Consent

The undersigned, an adult of 18 years or older (and parent or guardian of minor above, where applicable), as a participant in the subject activity, hereby consents to medical treatment where the undersigned is unable to consent to such treatment.

Print Participant's Name \_\_\_\_\_

Participant's Signature \_\_\_\_\_

Parent or Guardian name (if applicable) \_\_\_\_\_

Parent or Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

## Emergency Contact Information

Name of Emergency Contact \_\_\_\_\_

Emergency Contact's Phone Number \_\_\_\_\_

Please provide any health information about the sailor that we should be aware of (physical limitations, allergies, asthma, diabetes, medications, etc.). Please be aware that CSC staff **cannot** administer any medication. \_\_\_\_\_

## Photo Release

I hereby grant permission to the Lake Champlain Community Sailing Center, Inc. (CSC) or assigned photographer the irrevocable right and unrestricted permission with respect to photographic images of me or my child at the CSC, on boats or docks, or in which I may be included with others, to use and/or publish individually or in conjunction with any printed matter, in any and all media, and for any legal purpose whatsoever, including, but not limited to illustration, promotion, exhibition, publication, advertising and trade. Furthermore, I consider CSC the sole and complete owner of any such photographs. I warrant I have the right to authorize these uses and hereby agree to hold CSC harmless of any and all liability in perpetuity.

Signature \_\_\_\_\_

Date \_\_\_\_\_