

**ANNAPOLIS NAVAL SAILING ASSOCIATION ("ANSA") AND  
AMERICAN SAILING ASSOCIATION ("ASA")  
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND  
PARENTAL CONSENT AGREEMENT ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in ANSA or ASA certified programs ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Sailing Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that: (a) SAILING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE ANSA, ASA, ASA Certified Instructors, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.
4. HEREBY CONSENT TO AND AUTHORIZE ANSA to use and/or reproduce any and all photographs, video footage, or other audio/visual materials recorded featuring participant and parent/guardian for promotional materials, educational activities, exhibitions or for any other benefit of the club. If CONSENT NOT GIVEN initial here \_\_\_\_\_.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS WAIVER AND RELEASE WILL BE INTERPRETED AND ENFORCED PURSUANT TO MARYLAND LAW.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

**X** \_\_\_\_\_  
PARTICIPANT'S SIGNATURE (only if age **18 or over**): DATE:

**MINOR RELEASE**

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF SAILING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

**X** \_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE(only if participant is **under the age of 18**) DATE

**UNIFORM ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT**

I \_\_\_\_\_ hereby acknowledge that by attending and/or participating in any activity offered by the Annapolis Naval Sailing Association (ANSA), I may inadvertently come into contact with, or unknowingly be exposed to, the Coronavirus (SARS-CoV-2) by others in such activities. I understand that such exposure to the Coronavirus may lead to my developing the COVID-19 infection and disease.

Nonetheless, and in consideration for being allowed by ANSA to participate in such activities, I hereby acknowledge the existence of such risk, fully assume such risk, and hereby waive and release any and all such claims and potential claims, I might otherwise assert against either ANSA, other participants in such activities, and/or the American Sailing Association, Inc. with regard to such possible exposure, and hereby covenant and agree not to assert such claim in any lawsuit or other form of legal proceeding against ANSA, other participants in such activities, and/or the American Sailing Association, Inc.\*

Dated: \_\_\_\_\_

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

*\*Participants who are considered as not of legal age (i.e., minors) shall have this Agreement executed by a parent or legal guardian.*

