

**WAIVER, RELEASE OF LIABILITY AND
COVENANT NOT TO SUE
Park City Sailing Association**

**IMPORTANT: THIS DOCUMENT CONTAINS A WAIVER AND RELEASE OF
POTENTIAL LEGAL CLAIMS FOR PERSONAL INJURY, DEATH AND/OR
PROPERTY DAMAGE AND A COVENANT NOT TO SUE.
PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**

This is a Waiver and Release of Liability, and covenant not to sue, for participation in all programs, events, lessons, camps, regattas, access programs, social activities, volunteer activities, and all related operations conducted by the Park City Sailing Association ("**PCSA**"), an independent nonprofit organization, occurring in any location where PCSA activities take place, including without limitation in or about Utah State Parks, the Jordanelle State Park, PCSA facilities at the Jordanelle State Park, or during transportation to or from any and any other location where PCSA activities are being conducted.

"**Participant**" means any individual participating in, observing, instructing, coaching, assisting with, traveling to or from, or volunteering for PCSA programs, events, lessons, camps, regattas, access programs, or related activities, including minors, adults, instructors, coaches, and volunteers.

ASSUMPTION OF RISK

I _____, for myself and for my minor child if applicable, whether or not I am a Member of PCSA, understand there may be risks of injury (including death) in connection with my or my child's participation in PCSA activities, including the use of vessels leased, borrowed or chartered by me, my child or PCSA from private owners. These risks include, but are not limited to, drowning, capsizing, collisions, weather exposure, equipment failure, physical exertion, injury, illness, property damage, and loss. For myself and on behalf of my child, I hereby voluntarily assume all risks, known and unknown, foreseeable and unforeseeable, associated with participation in PCSA activities.

I acknowledge that my or my child's participation is voluntary and may be terminated by me, my child, or by PCSA at any time.

WAIVER, RELEASE AND COVENANT NOT TO SUE

In consideration of me and/or my child being permitted to participate in any PCSA activity, or to use any PCSA boats or equipment, to the fullest extent permitted by law, I unconditionally release, waive, and discharge all claims against, agree to hold harmless, and covenant not to sue PCSA, the State of Utah, the Utah Division of State Parks and Recreation, and each of their respective officers, directors, employees, agents, instructors, volunteers, and representatives from any and all suits, claims, demands of any kind or damages and liabilities, including death, arising from participation in PCSA activities, including those arising from negligence and from the provision of services by independent third parties not employed or contracted by PCSA.

I acknowledge that although PCSA programs may occur on Utah State Park land or facilities, PCSA is not supervised, regulated, or controlled by the Utah Division of State Parks and Recreation.

VOLUNTEER & COACH SAFETY RESPONSIBILITIES

If I participate as a volunteer, coach, instructor, or assistant, I agree to familiarize myself with all PCSA safety policies and procedures and to follow them fully and at all times. Failure to comply may result in removal from participation or volunteer duties. I understand that volunteers and coaches may not be licensed professionals.

PERSONAL PROPERTY & STORAGE

All personal property, boats, trailers, or equipment stored on or near PCSA or State Park property are stored at my own risk. PCSA and the State of Utah are not responsible for loss or damage. If storing personal property at Jordanelle Park, an owner agrees to obtain insurance against general liability, loss from theft, fire, storm or any other cause for all vessels stored, lent to or moored at PCSA or within the State Park.

INDEPENDENT COACHES

PCSA may utilize independent or visiting coaches who are not employees or agents of PCSA. PCSA is not responsible for their conduct.

MEDICAL CONSENT

I authorize emergency medical treatment and accept responsibility for medical costs incurred.

PHOTO RELEASE

I hereby give my permission to PCSA and its designees to take, use, reproduce and publish any and all photographs and videos which may be taken of me or my child

immediately before, during or immediately after any event or activity, whether such photographs or videos are flattering or unflattering, for any purpose whatsoever, without compensation to me. I understand and agree that all such photographs and videos will be the sole and complete property of PCSA.

COMMUNICATIONS CONSENT

I consent to receive communications from PCSA and may opt out at any time.

PARENT/GUARDIAN ACKNOWLEDGMENT

If the participant is under 18, I certify that I am the parent or legal guardian and agree to this waiver on behalf of the minor and myself.

ACKNOWLEDGMENT

I have read and understand this agreement and sign it freely and voluntarily. I acknowledge receipt of a copy of this document.

Name of Participant: _____

Participant Signature: _____ **Date:** _____

IF PARTICIPANT IS UNDER 18:

Parent or Legal Guardian Name

Name of Child Participant

Parent Signature

Date: _____