

Member/Camper Name: \_\_\_\_\_



## Release of Liability. Waiver of Claim and Assumption of Risks Agreement April 2021 update

*By signing this document you will waive certain legal rights, including the right to sue or claim compensation following an accident, injury, illness or death. Please read carefully. Document must be fully completed and signed to participate.*

I acknowledge that directly or indirectly, I am, or in the future will be, participating in activities ("Activities") provided by, or at, The Downtown Sailing Center, Inc. ("The DSC"). I further acknowledge that boating, sailing, and related activities, including the use of docks and facilities, involve certain risks, including the possibility of death or injury to persons and damage, destruction, and/or loss of property.

**Adult Participant/Guardian Initials:** \_\_\_\_\_

### COVID-19 RELEASE

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is thought to spread mainly through close contact from person to person, including between people who are physically near each other. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death. There have been many cases of COVID-19 in Baltimore, Maryland.

The DSC cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing The DSC's services or premises. If you choose to utilize The DSC's services and/or enter onto The DSC's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understand the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize The DSC's services and enter The DSC's premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize The DSC's services and premises.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my [and/or my children's] claims – **including claims for negligence** – against The DSC and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with, or arising out of, any exposure, infection, and/or spread of COVID-19. I understand that this waiver means I give up my right to bring any claims for personal injuries, death, disease or property losses, or any other loss, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

REPRESENTATIONS:

I attest that:

- I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I have not traveled internationally within the last 14 days.
- I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19.
- I have not been diagnosed with Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- I am following all CDC recommended guidelines and limiting my exposure to the Coronavirus/COVID-19.

If any of the forgoing changes, I will immediately notify The DSC and cease using and participating in its services and premises until I can truthfully attest to the forgoing.

**Adult Participant/Guardian Initials:** \_\_\_\_\_

As lawful consideration for being permitted to participate in these Activities, I agree that I will not make a claim against, sue, attach the property, or prosecute The DSC, the Mayor and City Council of Baltimore, the Baltimore Museum of Industry, the Baltimore City Fire Department Repair Shop, the sponsors of any Activities, or the aforementioned's respective principles, directors, members, officers, agents, employees, volunteers, heirs, assigns and insurance carriers ("Releasees") for death, personal injury or property damages that I may sustain as a result of my participation in the Activities, including COVID-19. This agreement is intended to discharge in advance Releasees from and against any and all liability, asserted by me, my heirs or assigns, including liability for negligent actions, arising out of or connected in any way with my participation in the Activities.

**Adult Participant/Guardian Initials:** \_\_\_\_\_

I acknowledge that it is my responsibility to read and obey all posted information and warnings, and to comply promptly with any verbal instructions provided to me by Releasees in connection with the Activities. I affirm that I will not be under the influence of alcohol or illicit substances while participating in the Activities, I further acknowledge that, in connection with the Activities, I will fully indemnify the Releasees for any liability, claim, damage or expense of whatsoever nature caused by, contributed to by, or arising from, the provision or consumption of alcohol or illicit substances by me.

**Adult Participant/Guardian Initials:** \_\_\_\_\_

I also give permission for photographs and video to be taken at the event in which my image may be used for promotional and/or advertising purposes by Releasees in any medium, without compensation to me. *Ask Staff for "Photograph and Video Recording Policy" for more information.*

**Adult Participant/Guardian Initials:** \_\_\_\_\_

I have carefully read this agreement and understand that it is a legal and binding contract that supersedes any other agreements or representations by or between parties and that it is intended to provide a comprehensive release of liability but is not intended to assert any claim or defenses that are prohibited by law. I hereby further agree that this agreement shall be construed in accordance with the laws of the State of Maryland and that any legal dispute will be brought in the Courts of the State of Maryland. I accept the personal jurisdiction of the courts of the State of Maryland and I waive my right to a jury trial in connection with any such legal dispute. If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect. In signing this agreement, I recognize I have done so of my own free will.

For participants of a minority age (under 18 years of age), I hereby certify that I, as parent/guardian with legal responsibility for this participant of minority age, do consent and agree to his/her release of all the Releasees, and, for myself, my heirs, assigns and next of kin, release and agree to indemnify the Releasees from any and all liabilities incident to this participant of minority age's participation in the Activities.

Signed on: \_\_\_\_\_, 20\_\_\_\_ **Phone number (required):**(\_\_\_\_)\_\_\_\_\_

Signature of Participant: \_\_\_\_\_

**Print Name of Participant (print legibly):** \_\_\_\_\_

Signature of  
Parent/Guardian: \_\_\_\_\_

(if Participant is under 18 years of age) Print Name of  
Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_ **Zip Code(required):** \_\_\_\_\_