



## THE ALLSTATE SUGAR BOWL HIGH SCHOOL REGATTA

to be held at

Southern Yacht Club

New Orleans, Louisiana

### **Parents'/Guardians' Consent & Waiver of Liability, Assumption of Risk & Indemnity Agreement**

The undersigned represent and warrant that I/we are the parents or legal guardians (hereinafter referred to in the singular as "I" or "my") of the below named child (hereinafter referred to as my or the "Child"). I request and authorize that the Child be allowed to participate in the Allstate Sugar Bowl High School Regatta and its related activities (hereinafter referred to as the "Regatta"), at the Southern Yacht Club, and I agree to all the terms and conditions set forth herein (the "Agreement").

This Agreement shall remain in effect until the end of the activities described above.

In return for the Child being permitted to take part in the Regatta, which is sponsored by the Allstate Sugar Bowl, and to use the facilities and property of the Southern Yacht Club, (the Allstate Sugar Bowl and Southern Yacht Club hereinafter referred to collectively as the "Regatta Providers" (or "RP")), each of us makes the following promises and warrants the truth of the following facts:

1) I am familiar with yacht racing and regatta activities, and I understand that officers, members and/or employees of RP are available to discuss the activities if I should wish additional information. I also understand I am solely responsible for the transportation to and from the Regatta, and the arrival and departure of my Child at the beginning and end of each day's activity, and for the conduct and well-being of my Child at all times during and in connection with the Regatta. I agree that the "RP" will have no responsibility for the supervision of my Child at, during or in connection with the Regatta, and that I alone will be fully responsible for my Child. I will inform my Child that he/she is expected to cooperate with, and follow the directions of the persons in charge of the Regatta and to act in a manner consistent with the spirit of the good sportsmanship, the Regatta rules and respect for the rights of others.

2) CONSENT: My Child is in good health, and I know of no reason why he/she should be incapable of participating in the Regatta. I consent to and authorize my Child's participation in the Regatta. My Child knows how to swim. I will immediately notify the designated "RP" Committee at the Regatta site if a change in my Child's health or other condition would affect my Child's ability to participate in the Regatta.

3) WAIVER OF LIABILITY: I waive and release any right I, my Child, my heirs, the guardians, parents, legal representatives and assigns of the Child may have or acquire to make a claim against, sue, attach the property of or prosecute any "RP" or its members, directors, officers, agents, employees, affiliated organizations, sponsors and insurers (hereinafter referred to as "the Releasees") for monetary or other damages or claims caused by, arising from or associated with the Regatta, including without limitation injury to my Child or damage to the property of my Child or myself arising from my child's participation in the Regatta and use of the facilities and property of any "RP," whether or not the injury or damages results from the negligence or other action or omission of any of the Releasees. (Please initial to indicate you have read this paragraph \_\_\_\_\_)

4) ASSUMPTION OF RISK: I am aware that the Regatta will involve maneuvering and being on a boat or other watercraft on deep waters in potentially hazardous conditions which may include, strong and high winds, sudden and unexpected immersion in deep waters and collision with other watercraft or stationary objects such as docks, pilings, and buoys. With knowledge of the dangers involved, I voluntarily ask and authorize that my Child be allowed to take part in the Regatta. I ACCEPT ANY AND ALL RISK TO MYSELF AND MY CHILD OF INJURY, DEATH, AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE REGATTA AND THE USE OF THE FACILITIES AND PROPERTY OF ANY "RP", whether or not caused by the negligence or other action or omission of any of the Releasees. (Please initial to indicate you have read this paragraph \_\_\_\_\_)

5) INDEMNITY AGREEMENT: I agree to indemnify and hold Releasees harmless from any and all claims, loss, liability, damage or cost, including reasonable attorney fee, that may occur due to my Child's participation in the Regatta and use of the facilities and property of any RP, whether or not such claims, loss, liability, damage or cost results from the negligence or other action or omission of any of the Releasees. (Please initial to indicate you have read this paragraph \_\_\_\_\_)

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THE AGREEMENT INCLUDES A CONSENT, WAIVER OF LIABILITY, AN ASSUMPTION OF RISK AND AN AGREEMENT BY ME TO INDEMNIFY THE RELEASEES, AND I SIGN IT OF MY OWN FREE WILL.

DATE \_\_\_\_\_

PLEASE NOTE: EVERY PARTICIPANT MUST HAVE THIS FORM PROPERLY FILLED OUT, SIGNED, AND IN THE HANDS OF THE REGATTA CHAIRPERSON IN ORDER TO SAIL OR OTHERWISE PARTICIPATE. MAKE COPIES OF THIS FORM AS NEEDED FOR EACH PARTICIPANT.

CHILD'S SIGNATURE: \_\_\_\_\_

PRINT CHILD'S NAME: \_\_\_\_\_

PARENT'S SIGNATURE: \_\_\_\_\_

PRINT PARENT'S NAME: \_\_\_\_\_

GUARDIAN'S SIGNATURE: \_\_\_\_\_

PRINT GUARDIAN'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_