

THE CORINTHIAN YACHT CLUB OF PHILADELPHIA  
("CYCOP")  
WAIVER, RELEASE OF LIABILITY, AND HOLD HARMLESS/INDEMNIFICATION AGREEMENT  
AND  
COVID-19 ASSUMPTION OF RISK AND WAIVER  
READ CAREFULLY AS THIS AFFECTS YOUR LEGAL RIGHTS

I, \_\_\_\_\_ (the "Participant") will be participating in the use of CYCOP's waterfront, pool area, sailing/junior camp, and/or vessel (collectively, the "CYCoP Facilities") as captain, crew, Participant, camper, or spectator, and understand that **I will be exposed to above normal inherent risks of accident, injury or death.**

In consideration of and as a strict condition of my use of the CYCoP Facilities, I intend to be legally bound by this **WAIVER, RELEASE and AGREEMENT**. I also understand that I share the responsibility with each crew member for my safety and the safety of all on board any vessel, or otherwise using/participating in any of the CYCoP Facilities. I acknowledge the risks associated with these activities and therefore assume personal responsibility for them.

Further, I acknowledge that I have verified with my physician(s) that I have no physical or psychological conditions that would prohibit or adversely affect my participation in my use of said CYCoP Facilities and participation in such activities. I will disclose and discuss any concerns that I have about my physical or emotional abilities and the condition of the facilities and/or vessel and her equipment and my decision to participate is made solely in my discretion and responsibility.

As captain, crew, participant, or spectator, **I assume all risks of accident, injury, and loss of life**, for myself and for my heirs, executors, administrators and personal representatives. **I do hereby fully and forever RELEASE, DISCHARGE, and HOLD HARMLESS/ INDEMNIFY and agree not to sue or otherwise make a claim against CYCOP**, its officers, trustees, employees, agents, and/or members and their respective heirs, executors, administrators, successors, and assigns, as well as the captain and crew of any vessel on which I participate (collectively, the "Releasees"), from and against any and all liability, present and future claims, injuries, damages, causes of action, expenses of the crews of any vessels and/or in connection with any waterfront activity, including the pool and all other CYCoP Facilities, each of their respective successors, jointly and severally, including attorney's fees and court costs, rights of contribution, indemnification and any and all other liabilities of any kind or of any nature whatsoever, foreseeable or unforeseeable, that I or any person or entity claiming by, for, or through me, may have or claim to have in the future against any or all of them. I wish to enjoy some or all the CYCoP Facilities and/or any vessel, its appurtenances, equipment, recreational facility/activity, and ancillary activities arising from said use and freely give up certain legal rights as set forth in this **WAIVER, RELEASE, AND HOLD HARMLESS/INDEMNIFICATION AGREEMENT**.

**COVID-19/INFECTIOUS DISEASES:** In addition, I acknowledge the COVID-19 pandemic. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19, MRSA, influenza, and SARS.

While rules and personal discipline may reduce this risk, participation in or the use of any of the dining/sailing/pool/waterfront areas/trap-pool house/marina restroom, and Clubhouse facilities at The Corinthian Yacht Club of Philadelphia, Inc. ("CYCoP") may expose me to the COVID-19 virus or other

communicable/infectious diseases. By utilizing any of these facilities or areas, I knowingly agree to assume all risks associated with the COVID-19 virus and/or any other communicable /infectious diseases, even if the same results from the negligence of the CYCoP, its officers, trustees, employees, or agents, and I acknowledge that I have read, understand, and agree to follow all CYCoP rules and guidelines as they relate to the COVID-19 virus and any other such diseases. In addition, I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

I further agree that CYCoP, its officers, trustees, employees, and agents shall not be liable if I am exposed to and/or contract the COVID-19 virus or any other communicable /infectious disease.

The foregoing acknowledgement and agreement apply to me and anyone else with me or in my household (e.g., guests, family and/or household members, etc.) while utilizing any of the CYCoP facilities.

I further understand that the foregoing **WAIVER, RELEASE, AND HOLD HARMLESS/INDEMNIFICATION AGREEMENT** includes, without limitation, waiver of any and all claims of injuries, damages, causes of action, expenses, rights of contribution and indemnification and any and all other liabilities which are caused in whole or in part by the negligence or claimed negligence or wrongdoing of any of the aforesaid persons. **I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Witness:

\_\_\_\_\_

Participant Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Member ID #: \_\_\_\_\_

Guest: \_\_\_\_\_

Program: \_\_\_\_\_

#### **FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF SIGNING)**

This is to certify that I, as parent/guardian, with legal responsibility for the above-named Participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

## Medical Form

NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

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

NAME OF PARENT/GUARDIAN: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME OF PARENT/GUARDIAN: \_\_\_\_\_ PHONE: \_\_\_\_\_

HEALTH INSURANCE CARRIER \_\_\_\_\_ INSURANCE ID NUMBER \_\_\_\_\_

Please check those that apply: (*Provide necessary details below*)

### CHRONIC ALIMENTS

### ALLERGIES

Asthma or respiratory problems		Medication	
Diabetes or hypoglycemia		Latex	
Hemophilia or bleeding problems		Bee stings/insect bites	
Circulatory or heart problems		If yes, do you carry an EpiPen?	
Epilepsy/seizures		Foods	
Other		Others, if significant	

DATE OF LAST Tdap (Tetanus/Diphtheria/Acellular Pertussis) SHOT: \_\_\_\_\_

CURRENT MEDICATION AND DOSAGE, IF ANY: \_\_\_\_\_

- ☐ **Use next page for additional information if needed**

Please provide other information about any symptoms that your child has showed in the last 14 days such as fever, cough, vomit, diarrhea, etc.; \_\_\_\_\_

### IN CASE OF EMERGENCY CALL

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ CELL PHONE \_\_\_\_\_

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ CELL PHONE \_\_\_\_\_

### PEDIATRICIAN

NAME \_\_\_\_\_

OFFICE NUMBER \_\_\_\_\_

*the undersigned* hereby authorizes THE CORINTHIAN YACHT CLUB OF PHILADLEPHIA AND ITS AUTHORIZED REPRESENTATIVES to obtain such EMERGENCY MEDICAL TREATMENT as may be required for the protection of the health and well being

of \_\_\_\_\_

I further release, indemnify and hold harmless CORINTHIAN YACHT CLUB & ITS AUTHORIZED REPRESENTATIVES from obtaining and securing such medical treatment.

X \_\_\_\_\_ **F21**

Parent signature