



**COLLEGE OF CHARLESTON  
SAILING ASSOCIATION and DAY CONTRACTS**

**LIABILITY RELEASE AND WAIVER  
AGREEMENT  
(for minors under 18)**

1. I, the undersigned, am the parent and/or legal guardian of the minor child whose name appears below (the "Child"). I am at least 18 years of age and desire to allow my Child to periodically visit the sailing facilities of the College of Charleston ("College") and to use the sailing equipment of the College including, but not limited to, the College's sailing boats, docks and facilities, and all related equipment (the "Property"), with the guidance, supervision and overall presence of one or more College personnel ("the Activity"). I may be with my child at times while visiting the sailing facilities and we will continue to observe all applicable College rules and regulations.

2. I understand that the College of Charleston is the owner or lessee of the Property. I warrant and represent that my Child will use the Property only for the intended purpose of sailing and learning how to sail safely, responsibly, legally and in accordance with the Terms and Conditions of the Youth Clinic or other program of instruction printed here on the Liability Release and Waiver Agreement (made part of this Agreement). I fully understand and appreciate the dangers, hazards, and risks that may arise from my Child engaging in the Activity. These dangers, hazards, and risks can result in damage or loss to my property and/or injury and impairment to my Child's body, general health, well-being, and could include serious or even fatal injuries.

3. Knowing the dangers, hazards, and risks of the Activity and in consideration of being permitted to have my Child participate in the Activity, I agree on behalf of the Child, myself, my family, spouse, heirs, and personal representative(s) of each of the foregoing (the "Releasers") to assume all the risks and responsibilities surrounding my Child's participation in the Activity, including paying for injury/damage to person/property caused by my Child. On behalf of myself and the Releasers I hereby covenant not to sue the College of Charleston, or its trustees, officers, representatives, and employees ("Releasees"), and Releasers hereby release, waive, and forever discharge the Releasees from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, an expenses of any nature that the Child may have or that may hereafter accrue to the Child or any other Releaser, arising out of, or related to the Activity, whether caused by the negligence or carelessness of the Releasees or otherwise. I further agree to indemnify, defend and hold harmless the Releasees from and against any loss, liability, damage or cost, including court costs and attorneys' fees that may arise due to my Child's participation in an Activity. It is my expressed intent that this Liability Release and Waiver Agreement shall bind me, the Child, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a legally binding release, waiver, discharge and covenant not to sue the Releasees.

**Initials** \_\_\_\_\_

4. I warrant and represent that my Child will abide by all instruction and guidance s/he may be given by any designated College representative at all times regarding all directives as well as the use and maintenance of the Property. This includes, but is not limited to, the prohibition from taking a boat out on the water without the accompaniment of College personnel. My Child does not suffer from a physical or mental impairment that would limit his/her ability to safely participate in the Activity.

5. I understand, agree and hereby grant Releasees permission to authorize emergency medical treatment for my Child, if they deem necessary and when arising out of the Activity, and that such action by Releasees shall be subject to the terms of this Liability Release and Waiver Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment and that I am solely responsible for the payment of my Child's medical bills and the cost of any medical treatment my Child may receive.

6. I also hereby grant permission for any photographs, film or videotape of my child taken during the clinic to be used for publicity purposes and for training others in the future.

**THIS IS A LEGAL AGREEMENT AND INCLUDES A RELEASE OF LEGAL RIGHTS. I HAVE READ AND UNDERSTAND IT AND HAVE DISCUSSED THE DANGERS AND NEED FOR SAFETY WITH MY CHILD.**

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

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Printed Name of Child: \_\_\_\_\_

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

*As a condition of my Child participating in the College of Charleston Sailing Association and Day Contracts Activity, I agree to each and all of the following:*

1. To promptly pay my fees/dues when they become due and payable;
2. To pay for all damage to and loss of College Property out of my Child's participation in the Activity when demand is made by the College for such payment; and to respect the fact that the College of Charleston Sailing facility shares its facility location with other sailors (including marina tenants, marina guests, C of C association members and guests of the Patriots Point Naval Maritime and War Museum) and provide the utmost courtesy and respect to all in close proximity.
3. To follow and to have my Child follow the rules, instructions and notices issued by the Association dealing with the use and maintenance of its Property.
4. To obey and to have my Child obey all relevant laws, rules and regulations of government authorities dealing with boating and to never use the College's Property in a way that would violate or facilitate the violation of any such law, rule or regulation; including sailing only in areas designated by the dock master, coach or instructor.
5. To pick up and return College Property when scheduled.
6. To ensure that my Child observe all safe boating advisements and cautions.

\_\_\_\_\_  
Initials                  Date