

Assumption of Risk/Waiver of Liability and Release: Coronavirus/COVID-19

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 believed to spread from person-to-person contact, via airborne transmission, and/or by contact with contaminated surfaces and objects. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

Chatham Yacht Club (“CYC”) has put in place preventative measures to reduce the spread of COVID-19; however, the CYC **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **being present** at the CYC clubhouse and adjacent property or attending or participating in any CYC offered or sponsored activity, including without limitation sailing school (individually and collectively “**Club Activity**”) **could increase** your and your child(ren)’s risk of contracting COVID-19.

It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in Club Activity you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood 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 participate in each and/or any Club Activity. 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 participate in Club Activity. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s participation in Club Activity (“**Claims**”).

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Chatham Yacht Club, Inc., its employees, officers and directors, agents, CYC and its members, Flag Officers, Executive Committee, (collectively and individually) and representatives (each a “**CYC Party**”), of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of CYC, or any CYC Party (collectively and individually), whether a COVID-19 infection occurs before, during, or after being present at or participating in any Club program, event, or activity. I understand that this waiver means I give up my right to bring any Claims including 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.

CHOICE OF LAW: I understand and agree that the law of the State of Massachusetts will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE. IF LISTED BELOW, I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR(S) NAMED BELOW. I HAVE THE LEGAL RIGHT TO CONSENT TO AND, BY SIGNING BELOW, I HEREBY DO CONSENT TO THE TERMS AND CONDITIONS OF THIS RELEASE.

List all Family Members participating in Club Activities:

CYC Member/Parent 1 Signature: _____
Name (printed): _____
Date: _____

CYC Member/Parent 2 Signature : _____
Name (printed): _____
Date: _____