

# GREEN BAY SAIL & PADDLE

## *TO BE COMPLETED FOR EACH PARTICIPANT*

### RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of \_\_\_\_\_ Date of Birth \_\_\_\_\_  
(PRINT Participant's first/last name)

being permitted to participate in Green Bay Sail and Paddle, Inc. (GBSP) sailing and paddling activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Green Bay Sail and Paddle, Inc. (GBSP) and its owners, directors, officers, employees, agents, volunteers, participants and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my participating children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that my or my participating child's participation in sailing activities may involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments, cuts, abrasions or other injuries as a result of contact with water, boats, or other participants; death as a result of drowning or brain damage cause by near drowning in bodies of water; concussion as the result of getting hit in the head with the boom; medical conditions resulting from physical activity; and damaged clothing, gear or other property. I understand such risks simply cannot be eliminated, despite the presence of safety staff or the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. On behalf of myself and my participating child, I expressly accept and assume all of the risks inherent in participation in this activity or that might have been caused by the negligence of the Releasees. My or my participating child's participation in this activity is purely voluntary and he/she and I elect to participate despite the risks. In addition, if at any time he/she or I believe that event conditions are unsafe or that I or he/she is unable to participate due to physical or medical conditions, then I or he/she will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my or my participating child's participation in this activity, or use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless of all such fees and costs, including without limitation reasonable attorneys' fees.
4. I represent that I have adequate insurance to cover any injury or damage that I or my participating child may suffer or cause while participating in this activity, or else I agree to bear the costs of such

injury or damage myself. I further represent that neither I nor my participating child has no medical or physical condition which could interfere with his or her safety in this activity or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

5. **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 and/or by contact with contaminated surfaces and objects, and even possibly in the air. 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.

**GBSP cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while participating in sailing activities. It is not currently possible to predict or prevent the presence of the disease. Therefore, if you choose to participate in GBSP's sailing activities you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19. Sail training is a hands-on activity that is of such a nature that it cannot be adequately conducted remotely or via videoconference or teleconference. Participants are advised to abide by the direction of local health authorities concerning proper personal practices and the use of personal protective equipment (PPE). Participants are further advised that immersion in water can cause common protective measures, such as facemask, gloves and other PPE to become ineffective or pose an actual safety hazard while on the water. Please acknowledge EACH of the following:**

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 GBSP's activities. I acknowledge and agree that my release, indemnification and hold harmless set forth in Paragraph 3, above, includes not only the hazards set forth in Paragraph 1, above, but also the risks in connection with exposure, infection, and/or spread of COVID-19 while participating in the activities of GBSP.

I acknowledge and agree that if (i) I have tested positive for the Covid-19 antibodies, (ii) I am exhibiting symptoms consistent with Covid-19 infection or other sickness, or (iii) I have been asked to self-quarantine or have been in close contact with someone who has tested positive or been asked to self-quarantine during the time of my participation in the GBSP program, I will advise GBSP of that fact and agree not to participate during such time period.

6. In the event that I file a lawsuit on behalf of myself or my participating child, I agree to do so solely in the State of Wisconsin, and I further agree that the substantive law of the State of Wisconsin shall apply.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

