

Release of Liability Waiver of Claims & Covenant Not to Sue

For:

RELEASE OF LIABILITY WAIVER OF CLAIMS & COVENANT NOT TO SUE AGREEMENT

For and in consideration of Northern Breezes Youth Sailing Foundation, a Minnesota nonprofit organization (the 'Organization'), and Northern Breezes Sailing Inc. allowing me, the undersigned, and/or my student(s) and/or child(ren) to participate in any capacity in an Organization sanctioned, licensed, operated or approved event, program, or activity ('Event' or 'Events'), I, for myself, and on behalf of my spouse, student(s), child(ren), heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Release of Liability, Waiver of Claims & Covenant Not to Sue Agreement ('Agreement'):

A. POLICIES, RULES AND REGULATIONS:

I and my student(s) and child(ren) hereby agrees to comply with:

1. attached COVID-19 Rules and Regulations, Program Changes, and Policies
2. the rules, regulations, and policies of the Organization; and
3. verbal or written directions of Northern Breezes Staff.

B. ACKNOWLEDGMENT OF RISK:

I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with youth and adult education programs (including without limitation the sport of sailing and any and all accompanying associated activities), and that participation in any Organization involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), illness, sickness and disease (including communicable diseases such as exposure and/or transmission of COVID-19), trauma, pain and suffering, disability, permanent disability, paralysis and death; quarantine requirements; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Organization and management; COVID risks described below; and other undefined, not readily foreseeable and presently unknown risks and dangers ('Risks').

C. ASSUMPTION OF RISK:

I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Events, or the negligent acts or omissions of the Released Parties, defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Events. Also, I agree to be responsible for any illness, sickness, injury, disease, disability, death, or damage caused by me or any agents under my direction and control at any Event.

D. RELEASE AND INDEMNITY:

For:

In consideration of my participation in any Event, I hereby release from liability and waive any claims against the owner or organizer of the Event, Northern Breezes Youth Sailing Foundation, and Northern Breezes Sailing Inc. and each of their respective licensees, outreach programs, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with each of their officers, directors, personnel, employees, guests, members, invitees, volunteers, agents, representatives, and contractors of them (each a 'Released Party' or collectively, 'Released Parties'), with respect to any liability, claim(s), demand(s), action(s), damage(s), loss(es), cost(s), or expense(s) (including court costs and reasonable attorneys' fees) of any kind or nature (each a 'Liability' or collectively, 'Liabilities') which may arise out of, result from, or relate in any way the participation in the Events or facilities, equipment, or premises of Northern Breezes Youth Sailing Foundation or Northern Breezes Sailing Inc., including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. Further, I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all Liabilities imposed on, incurred by, or asserted against any Released Party resulting from, arising out of, in connection with, or relating to (1) you or your student or child's behavior; (2) noncompliance with health rules, or (3) the breach of this Agreement.

E. CORONA VIRUS (A/K/A 'COVID-19') HEALTH RISKS:

In addition to the terms herein, and without the limiting anything in this Agreement:

For:

1. I understand coronavirus (also known as 'COVID-19') is a highly contagious and infectious disease. Millions have contracted the disease (with some not having any symptoms or knowing they even have it) and more than 100,000 Americans of all ages have died from the disease or complications related thereto. COVID-19 infections have been confirmed in the Twin Cities, including cases within the City of New Hope. COVID-19 may be transmitted via surfaces or contracted from other persons - including without limitation other children participating in Events or Organization personnel supervising Events. If I have health or medical questions or concerns about me or my student(s) or child(ren) participating in Events or at Organization, I will direct them to my own doctor.
2. I understand Organization and its personnel, equipment, property and Events (and Event participants), and participating in the Events, may involve inherent danger and health risks, including without limitation the risk of quarantine requirements, contracting and/or transmission of COVID-19, illness, sickness, disability, permanent disability, injury or death. To reiterate, even with taking precautions, Organization cannot guarantee that you or your student(s) or child(ren) will not be exposed to, or infected with, COVID-19.
3. I fully understand and appreciate both the known and potential dangers of utilizing the Events, facilities, equipment, services, and programs of the Organization and acknowledge (and assume the risk for me, my family and my students and children) that use thereof by the undersigned and/or such participating student(s) and child(ren) may result in exposure to, or infection by, COVID-19, which could result in quarantine requirements, illness, sickness, disability, permanent disability, and/or death - of me and/or my student(s), child(ren), common household persons, family, friends and/or other person(s).
4. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, negligence, gross negligence, willfulness or intentional acts of myself and others, including, but not limited to, Organization employees, volunteers, and program participants and their families.
5. I voluntarily agree to assume all of the risks described herein and accept sole responsibility for any injury to my student(s), child(ren) or myself including, but not limited to, injury, disability, permanent disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my student(s) or child(ren) may experience or incur in connection with my student(s), child(ren) and/or my participation in Events.
6. I understand I can remove my student(s) and child(ren) from participating in the Event(s) at any time.
7. I hereby certify that my family, including without limitation my student(s) and child(ren), and I are covered by health insurance.
8. IN ANY EVENT, TO THE FULLEST EXTENT PERMITTED BY LAW, RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY QUARANTINE REQUIREMENTS, ILLNESS, SICKNESS, CONDITION, DISABILITY, PERMANENT DISABILITY, INJURY, DEATH, OR LIABILITIES TO ANY PERSON (INCLUDING WITHOUT LIMITATION ME, MY CHILDREN, COMMON HOUSEHOLD PERSONS, FAMILY AND/OR FRIENDS) ARISING OUT OF OR RESULTING FROM COVID-19 OR ORGANIZATION'S ACTIVITIES, PREMISES, EQUIPMENT, PROPERTY OR EVENTS.
9. TO THE FULLEST EXTENT OF LAW, I, ON MY BEHALF AND ON BEHALF OF MY SPOUSE AND OUR PARTICIPATING STUDENT(S) AND CHILD(REN) AND ANYONE ELSE WHO MIGHT SUE ON OUR BEHALF, HEREBY FOREVER RELEASE, ACQUIT, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE OR FILE SUIT AGAINST RELEASED PARTIES FOR ANY AND ALL PRESENT AND FUTURE LIABILITIES, KNOWN AND UNKNOWN, ON ACCOUNT OF ANY INJURY TO, OR ANY QUARANTINE REQUIREMENTS, ILLNESS, SICKNESS, DISABILITY, PERMANENT DISABILITY, OR THE DEATH OF, ME, COMMON HOUSEHOLD PERSONS, FAMILY, AND/OR SUCH PARTICIPATING STUDENTS OR CHILDREN (OR ANY PERSON WHO MAY CONTRACT COVID-19, DIRECTLY OR INDIRECTLY, FROM ME OR PARTICIPATING STUDENTS OR CHILDREN) WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE IN ANY WAY IN CONNECTION WITH (I) I OR PARTICIPATING STUDENT(S) OR CHILD(REN) ON OR ABOUT THE ORGANIZATION'S FACILITIES, EQUIPMENT OR PREMISES; OR (II) BEFORE, DURING OR AFTER MY OR MY PARTICIPATING STUDENT(S) OR CHILD(REN)'S PARTICIPATION IN ANY EVENT OR PROGRAM AFFILIATED WITH THE ORGANIZATION.
- I UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, FAULT, NEGLIGENCE (ACTIVE OR PASSIVE), GROSS NEGLIGENCE, WILLFULNESS, OR INTENTIONAL ACTS OF THE RELEASED PARTIES, WHETHER A COVID-19 EXPOSURE OR INFECTION OCCURS (I) ON OR ABOUT THE ORGANIZATION'S FACILITIES, EQUIPMENT OR PREMISES; OR (II) BEFORE, DURING OR AFTER MY OR MY PARTICIPATING STUDENT(S) OR CHILD(REN)'S PARTICIPATION IN ANY EVENT OR PROGRAM AFFILIATED WITH THE ORGANIZATION.
10. I acknowledge any illness, sickness, disability, permanent disability, or injury that I or my participating student(s) or child(ren) contract or sustain may be compounded by negligent assistance, aid, care, advice, first aid, treatment, services, or emergency response by the Released Parties and WAIVE ANY CLAIMS IN RESPECT THEREOF.

F. BASIS:

For:

I understand that I have no factual or legal basis to bring any action against Organization or its board of directors, officers, Executive Director, employees, contractors, agents, volunteers, members, or participants who may have been present or involved in any way.

G. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:

This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASES, WAIVERS FROM LIABILITY, AND INDEMNIFICATION.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any Event.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASES, WAIVERS FROM LIABILITY, AND INDEMNIFICATION.

Signature _____ Date _____

Rules and regulations, Program Changes, and Policies

For:

COVID-19 RULES AND REGULATIONS, PROGRAM CHANGES, AND POLICIES

A. PARENT/GUARDIAN REQUIREMENTS:

Due to additional rules and potential cancellations, all parents/guardians must have the ability to pick up their students from classes promptly (within an hour) at Organization's request or direction. This may include, without limitation, any authorized contact given previously. Please note:

1. This requirement remains in effect for all students under the age of 16, as Northern Breezes Staff cannot confirm supervision of the student in the case of a behavior removal or weather related cancellation.
2. This requirement is waived if the student is of driving age and also transports themselves to class independently, in which case the student must drive home upon Organization's request or direction.

B. CLOTH FACE MASKS:

A cloth face mask meeting Center for Disease Control guidelines must be worn on shore at all times. Waiver of this condition must be requested prior to a student's participation in class. At this time, no face covering is required while afloat due to on the water risks. Failure to comply with wearing a proper face covering may result in a student's permanent removal from class. Spare masks are not available. Participants must arrive with their own.

C. SOCIAL DISTANCING:

Social distancing (that is, staying at least 6 feet apart from all other persons) must be maintained by students at all times. This applies at all times including without limitation during all activities, sailing, instructional periods, lunch/break periods, use of restrooms, during drop-off/pickup, while on site, or while under the supervision of the Organization. Failure to comply with social distancing (or associated activities to encourage it) may result in a student's removal from class.

D. WEATHER CANCELLATIONS:

Due to limited social distancing site capacity indoors, classes may be cancelled preemptively for days when sheltering indoors may be necessary. Class cancellations will be issued based on the following system:

1. HEAVY WEATHER indicates class cancellation could be made on the preceding day, or sometimes on the day of for the morning session, afternoon session or both.
2. UNSTABLE WEATHER indicates weather that could be problematic, but can usually be worked around.
3. REASONABLE WEATHER indicates there is no expected cancellation, however the above PARENT/GUARDIAN REQUIREMENTS must still be met at Organization's request or direction. The Organization reserves the right to cancel classes for any reason, including failure for an individual person to social distance or conditions exist where social distancing compliance is not able to be conducted.

For:

CELL PHONE number to TEXT for cancellations

E. STUDENT SCREENING:

All students are subject to daily non-invasive questionnaire-based health screening. I understand that my student may be denied entry to the site and any and all programming at any time, including without limitation based on the answers provided by the parent or guardian. If I choose to send my student to camp without a parent or guardian to accept questionnaire screening, I waive the right to dispute the answers of the student to the questionnaire. If a screening questionnaire reports any COVID-19 symptoms or exposure, the student will not be accepted and pro rata refund for remaining camp days will be issued upon request.

F. DROP OFF AND PICK UP:

All students must arrive in a timely manner during the screening and arrival period for their camp. Due to COVID-19 site controls, no early or late arrivals will be accepted. Early departures must be arranged with the head office. Parents, guardians, or any other non-student supervisory adults are required to stay in their vehicle, remain socially distant, respect all signage, and always stay off the closed portion of the site. Parents needing assistance or that have inquiries must schedule a call with the staff.

G. EXPOSURE AND REPORTING OF CONFIRMED COVID-19 CASES:

By attending, I agree that I and/or my student have not knowingly been exposed to a confirmed case of COVID-19. Students who have been exposed to a confirmed case of COVID-19 will not be allowed in programming or onto the site for a period of 14 days from exposure or the end of any illness or symptoms, whichever is later. Failure to report a student's case or their exposure to one may result in a student's permanent removal from class and/or a ban from future Northern Breezes Sailing Inc. programming. On an ongoing basis, I agree that, by participating, I will truthfully report any contact with a confirmed COVID-19 case, or participant diagnosis of COVID-19, to Northern Breezes Sailing Inc. immediately, along with a probable time and date. I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, Liabilities, losses, or expenses that Northern Breezes Sailing Inc. may incur as a result of my failure to accurately report participant's exposure, contact, symptoms, transmission or diagnosis with COVID-19.

Communication to families and students regarding exposure to a confirmed case is published in the Northern Breezes Youth Sailing Foundation COVID-19 Communication Plan. If there is no communication for a confirmed case under the Communication Plan, it should be assumed that has no knowledge of one. I HEREBY IRREVOCABLY GRANT NORTHERN BREEZES YOUTH SAILING FOUNDATION PERMISSION TO DISCLOSE TO OTHER PARTICIPANTS AND THEIR PARENTS/GUARDIANS (AND GOVERNMENT AUTHORITIES INCLUDING WITHOUT LIMITATION CITY OF NEW HOPE AND MINNESOTA DEPARTMENT OF HEALTH) INFORMATION RELATING TO YOU OR YOUR STUDENTS, HOUSEHOLD PERSONS, FAMILY, AND/OR FRIENDS REPORT, EXPOSURE, CONTACT, DIAGNOSIS, SYMPTOMS AND/OR TRANSMISSION OF COVID-19.

H. HAND WASHING:

Students will be required to complete handwashing at provided stations any time they move between site locations (pick up, drop off, pod home base, rigging, derigging, restrooms, etc.). Hand sanitizer is encouraged; however, it is not an effective substitute for hand washing in an outdoor setting. As such, hand sanitizer is not an allowed replacement for hand washing unless a medical condition exists that prevents hand washing. Waiver of this condition must be requested prior to a student's participation in class. Failure to comply with hand washing may result in a student's permanent removal from class.

I. DRINKING WATER AND LUNCH:

All students should bring their own refillable water bottle with clip. A bag lunch will be brought by student(s) from home as normal.

For:

J. LOST AND FOUND:

Lost and found items are stored in a dock box for a week. If a student wishes to retrieve their lost item, parents may email us with a picture or description of the lost item.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY AND AGREE

Signature _____ Date _____