

THE DUCK ISLAND YACHT CLUB, INC.

Hammock Road South
P.O. Box 593
Westbrook, Connecticut 06498

***Agreement Regarding Assumption of Risk,
Waiver, Release and Covenant Not to Sue***

The Duck Island Yacht Club, Inc. (the “**Yacht Club**”) conducts, organizes and/or sponsors a number of sailboat races and other events and activities at its premises, which it leases from the Duck Island Yacht Condominium Association, Inc. (the “**Association**” and, together with the Yacht Club, the “**Club**”), and on the water (collectively, the “**Activities**”). The COVID-19 coronavirus is highly contagious and potentially lethal, and the pandemic raises the possibility that individuals participating in the Activities could become infected with the virus and, as a result, suffer serious illness or death. The Yacht Club and the Association are nonprofit organizations and their governors, officers, committee members and personnel are uncompensated volunteers. They cannot be held responsible for any such illness or death, nor any other injury to person or property, or death, suffered by anyone participating in the Activities. You are therefore being required to sign this agreement as a condition to your participation in the Activities.

In consideration of the right to participate in the Activities, the undersigned hereby agrees, on his/her behalf and on behalf of his/her minor children, as follows:

1. I agree to comply, and if I am the skipper I agree to cause my crew and guests to comply, with all federal and state laws and regulations, and all Club rules, guidelines and protocols, regarding COVID-19 that apply to the Activities. I understand and agree that, if and when acting as skipper of a boat, I am solely and unconditionally responsible for my vessel, my crew, and the conduct of my crew.

2. I acknowledge and understand: (a) the risk of contracting COVID-19 in connection with the Activities and the possibility of illness or death resulting therefrom; (b) the risks inherent in the sport of sailing, including without limitation serious bodily injury or death and damage to property; and (c) that all such risks of illness, injury, death or damage could be caused, in whole or in part, by the acts, omissions and/or negligence of the Club and/or its or their governors, officers, members, committee members, volunteers, employees, contractors or agents (collectively, the “**Releasees**”). I agree to assume all such risks and full responsibility for any damages, liabilities, losses or expenses that I (or my minor children) may incur on account of participation in any Activity.

3. I certify that, to the best of my knowledge, neither I nor, if I am the skipper, any crew or guest I invite to participate in any Activity (each of whom will be appropriately questioned by me), will be infected with COVID-19 at such time, nor will have exhibited any symptoms thereof within the fourteen (14) days prior to such participation.

4. I hereby release from liability and waive any and all claims that I (or my minor children) may have or assert against any of the Releasees on account of or in connection with any liability, claim, demand, cause of action, damage, loss or expense (including without limitation reasonable expenses and attorneys' fees) (collectively, "**Liabilities**"), resulting from, arising out of or relating to my (or their) participation in any Activities, including without limitation Liabilities **caused by the acts, omissions or negligence of any of the Releasees**. I further covenant and agree not to sue, permit my minor children to sue, or participate in a lawsuit brought by anyone else against, any of the Releasees in connection with any such Liability.

5. I agree to indemnify, defend and hold harmless the Releasees against and from any and all Liabilities asserted against or suffered by them on account of or caused by my (or my minor children's) participation in the Activities or my breach of this agreement.

6. No provision of this agreement may be waived or modified except by a writing signed by both parties. Notwithstanding the foregoing, the undersigned may terminate this agreement prospectively at any time by written notice to the Yacht Club, in which case this agreement shall be ineffective only with respect to subsequent events and, unless otherwise agreed in writing with the Yacht Club, the undersigned may not participate in additional Activities. If any provision of this agreement is held to be unenforceable in whole or in part by a court of competent jurisdiction, that provision shall be reformed, if possible, to make it enforceable to the maximum extent permitted by the court, and all other provisions shall remain in full force and effect. This agreement shall be binding upon, and inure to the benefit of, the parties hereto and their heirs, executors, administrators, successors and assigns. This agreement may be executed and retained electronically and/or in hard copy.

7. I execute this agreement voluntarily and with full knowledge and understanding of the meaning and effect of each of its provisions.

Accepted and Agreed as of _____, 2020.

The Duck Island Yacht Club, Inc.

Participant

By: *Mark McCarthy*

Mark G. McCarthy
Its Commodore

Signature

Printed Name

Address: _____
