

Assumption of the Risk and Waiver of Liability Including Coronavirus/COVID-19

Pursuant to the Racing Rules of Sailing for 2021-2024 (RRS) and Series Sailing Instructions Paragraph 22, participants are solely responsible for their decision to race and participate at their own risk. In addition, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations and for many activities, prohibited the congregation of groups of people.

Narragansett Terrace Yacht Club (NTYC) has put in place preventative measures following governmental requirements to reduce the spread of COVID-19; however, NTYC **cannot guarantee** that you, your crew, or your family/child(ren) will not become infected with COVID-19. Further, **attending and participating in NTYC racing events and series could increase** your risk and your crew and family/child(ren)'s risk of contracting COVID-19.

By signing this agreement, I agree to be bound by the RRS and all other rules and requirements outlined in the NTYC Series Notice of Race and Sailing Instructions, and the guidelines from RI DEM regarding boating safety. I acknowledge the inherent dangers and risks of damage and injury while sailing and the contagious nature of COVID-19. I have explained these dangers and risks to my crew and they understand and accept these inherent risks and dangers and we all voluntarily assume the risk of damage, injury, or death, including exposure or infection by COVID-19, while sailing in this NTYC racing series. I have taken all necessary steps to ensure that my boat and crew are adequately prepared for all possible contingencies, including all appropriate safety equipment and measures required by law or government COVID -19 guidelines, or that a prudent seaman would consider advisable.

In accordance with Section 7-6-9 of the Rhode Island General Laws and to the fullest extent permitted by law, I hereby release, covenant not to sue, discharge, and hold harmless the NTYC, its employees, agents, directors, officers, and representatives, of and from all liabilities, claims, actions, losses, damages, costs or expenses of any kind arising out of or relating to participation in the NTYC Series. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the NTYC, its employees, agents, directors, officers, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any NTYC racing series or event.

Signature of
Participant/Parent/Guardian

Date

Print Name of Parent/Guardian

Name of Series/Event Participant(s)